



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 667441BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, LRE, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for landlord's use of property, an order limiting or setting conditions on the landlord's right to enter the rental unit, and to recover the filing fee from the landlord for the cost of the application.

The tenant and the landlord attended the hearing, as well as a witness for the landlord.

During the course of the hearing the parties agreed to settle this dispute in the following terms:

1. the landlord will have an order of possession effective at 1:00 p.m. on November 30, 2023 and the tenancy will end at that time;
2. the tenant will pay no rent for the month of November, 2023 as compensation required by the *Residential Tenancy Act*;
3. the landlord will compensate the tenant an additional \$1,000.00 to assist with moving expenses;
4. the landlord will return the \$425.00 security deposit to the tenant in full;
5. this settlement agreement does not affect the tenant's right to further compensation if the landlord fails to act in good faith or use the rental unit for the purpose contained in a Two Month Notice to End Tenancy For Landlord's Use of Property.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

For the reasons set out above, and by consent, I hereby grant an order of possession in favour of the landlord effective at 1:00 p.m. on November 30, 2023 and the tenancy will end at that time.

I further grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,425.00, for additional compensation for moving expenses and full recovery of the security deposit.

This settlement agreement does not affect the tenant's right to further compensation if the landlord fails to act in good faith or use the rental unit for the purpose contained in a Two Month Notice to End Tenancy For Landlord's Use of Property.

This order is final and binding and may be enforced.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 10, 2023

Residential Tenancy Branch