



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **CNL, LAT**

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- An order to cancel a 2 Month Notice to End Tenancy for Landlord’s Use pursuant to sections 49 and 55; and
- Authorization to change the locks to the rental unit pursuant to section 31.

Both the landlord and the tenant attended the hearing, each accompanied by an advocate. As both parties were present, service was confirmed. The parties each confirmed receipt of the application and evidence. Based on the testimonies I find that each party was served with these materials as required under RTA sections 88 and 89.

Settlement Reached

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. At the commencement of the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute with the following terms:

1. The tenant will vacate the rental unit between dec 1, 2023 and Jan 3, 2024, at 1:00 p.m.
2. The landlord is granted an Order of Possession effective January 3, 2024, at 1:00 p.m.
3. The tenant will pay full rent for December 2023. If she vacates the rental unit prior to the end of December, the landlord will refund pro-rated rent to the tenant for the remaining days not used.
4. If tenant remains in the rental unit until January 3, 2024, the tenant will pay pro-rated rent for the days in January that she occupies it.

5. The parties agree that the tenant has been compensated with the equivalent of one month's rent in accordance with section 51 of the Act. This is considered to be rent for the month of April 2023 that the parties acknowledge was not paid by the tenant.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute, including the application seeking authorization to change the locks. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is required to serve this Order of Possession upon the tenant and may enforce it as early as 1:00 p.m. on January 3, 2024 should the landlord be required to do so.

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 07, 2023

Residential Tenancy Branch