



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Goodrich Realty Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

CNL; FF

### **Introduction**

This teleconference was scheduled to hear the Tenant's Application for Dispute Resolution seeking to cancel a Notice to End Tenancy for Landlord's Use; and to recover the cost of the filing fee from the Landlord.

The Hearing was attended by both parties, who gave affirmed testimony.

During the course of the Hearing, the Tenant withdrew his Application and the parties came to an agreement. I have recorded the terms of their settlement agreement, pursuant to the provisions of Section 63 of the Act, as follows:

1. The parties agree that the tenancy will end on July 31, 2015.
2. The Tenant will deduct \$50.00 from rent for the month of June, 2015.
3. Rent for the month of July, 2015, will be NIL.
4. The Landlord will provide the Tenant with the name of the Owner of the rental unit (this was done during the Hearing).
5. In the event that the Owner does not move into the rental unit within a reasonable time after the end of the tenancy, and does not live in the rental unit for at least 6 months afterwards, the Tenant is at liberty to apply for compensation that may be granted under Section 51(2) of the Act.

### **Conclusion**

In support of this settlement, I grant the Landlord an Order of Possession **effective 1:00 p.m., July 31, 2015**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: May 12, 2015

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Residential Tenancy Branch

