



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, OLC, FF

Introduction

This hearing convened as a result of the Tenant's Application for Dispute Resolution wherein the Tenant requested an Order cancelling a 2 Month Notice to End Tenancy for Landlord's Use issued on August 18, 2016 (the "Notice"), an Order that the Landlord comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation* or the tenancy agreement, a Monetary Order for money owed or compensation for or loss under the *Residential Tenancy Act*, the *Residential Tenancy Regulation* or the tenancy agreement and to recover the filing fee.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims. The terms of their settlement follow.

Settlement and Conclusion

1. The tenancy shall end and the Tenants shall vacate the rental unit by no later than 1:00 p.m. on February 28, 2017.
2. The Landlord is granted an Order of Possession effective 1:00 p.m. on February 28, 2017. The Landlord must serve the Order on the Tenants as soon as possible and may if necessary, file and enforce the Order in the B.C. Supreme Court.

3. The Tenant shall not be required to pay rent for October 2016 as this free month of rent shall be his compensation pursuant to section 51(1) of the *Residential Tenancy Act*.
4. Should the Tenant be able to secure alternate accommodation, he shall be entitled to end the tenancy prior to February 28, 2017, provided that he gives the Landlord written notice of the date he intends to vacate the rental unit. (The Landlord agrees that email shall satisfy this requirement provided that the Landlord acknowledges receipt.) In this case, and should the Tenant end the tenancy prior to the end of the month, the Landlord agrees to return any rent paid on a pro-rated basis for days in the month in which he is not in occupation.
5. The balance of the Tenant's relief, as claimed on his Application for Dispute Resolution filed August 31, 2016, shall be dismissed with leave to reapply.

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: October 24, 2016

Residential Tenancy Branch

