



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT (Tenant's Application)
OPM, FFL (Landlord's Application)

Introduction

This hearing convened as a result of cross applications. In the Tenant's Application for Dispute Resolution he sought to cancel a 2 Month Notice to End Tenancy for Landlord's Use and recovery of the filing fee. In the Landlord's Application for Dispute Resolution she sought an Order of Possession based on an alleged mutual agreement to end tenancy and recovery of 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.

Settlement and Conclusion

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 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.

The terms of their settlement follow.

Settlement and Conclusion

1. The tenancy shall end and the Tenant shall vacate the rental unit by no later than 1:00 p.m. on February 25, 2018.
2. The Landlord is granted an Order of Possession effective 1:00 p.m. on February 25, 2018. The Landlord must serve the Order on the Tenant as soon as possible and may if necessary, file and enforce the Order in the B.C. Supreme Court.
3. The parties acknowledge that the Tenant is entitled to a free month's rent as the Landlord has requested to end the tenancy for her own use pursuant to section 49 of the *Residential Tenancy Act*.
4. The Tenant shall not be obligated to pay rent for the month of February 2018.
5. Should the Tenant secure alternate accommodation earlier than February 25, 2018, the parties agree that he is to be provided compensation equivalent to a full month's rent as required by section 51 of the *Act*.

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 23, 2017

Residential Tenancy Branch