



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, DRI, OLC, FFT

Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) to cancel a Two Month Notice to End Tenancy for Landlord’s Use of Property (the “Two Month Notice”), to dispute a rent increase, for an Order for the Landlord to comply with the *Act*, *Residential Tenancy Regulation* and/or tenancy agreement, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

The Tenant was present at the teleconference hearing as was the Landlord and a family member (the “Landlord”). The Landlord confirmed receipt of the Notice of Dispute Resolution Proceeding package. The Tenant submitted a copy of the Two Month Notice into evidence and the Landlord did not submit any evidence prior to the hearing.

The parties were affirmed to be truthful in their testimony. During the hearing they reached a settlement regarding the dispute over the Two Month Notice which will be outlined below.

Preliminary Matters

After the settlement was reached regarding the Two Month Notice, the Tenant was provided an opportunity to present testimony and evidence regarding the remainder of her claims. However, she stated her intent to withdraw these claims, including the claim for the return of the filing fee. As such, the Settlement Agreement will address the dispute over the Two Month Notice and the application was amended to remove the remainder of the Tenant’s claims. This amendment was made pursuant to Section 64(3)(c) of the *Act*.

Settlement Agreement

Pursuant to Section 63 of the *Act*, parties may be provided the opportunity to settle their dispute and for a settlement to be recorded in the form of a decision and/or order.

During the hearing the parties reached the following Settlement Agreement:

1. The tenancy will end on August 1, 2019 by 1:00 pm.
2. The Landlord will be granted an Order of Possession effective August 1, 2019 at 1:00 pm which may be enforced if necessary.
3. The parties agree that the Tenant does not owe rent for July 2019 as compensation under Section 51(1) for receiving a Two Month Notice.
4. Although rent is due on the first day of each month, the parties agree that the Tenant is provided an extra day to move and will not owe rent for August 1, 2019 if she moves out on that day.

The parties confirmed that they were entering into the above agreement voluntarily and of their own free will. They also confirmed their understanding that a settlement is final and binding and constitutes full resolution of the dispute over the Two Month Notice.

Conclusion

The parties are ordered to follow the terms of the Settlement Agreement as outlined above. To uphold the agreement, I grant an Order of Possession to the Landlord effective **August 1, 2019 at 1:00 pm**. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: July 05, 2019

Residential Tenancy Branch