



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on May 17, 2021. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- to cancel a 2 Month Notice to End Tenancy for Landlord's Use.

The Landlord and the Tenant both attended the hearing. All parties provided affirmed testimony.

Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties made an agreement with respect to when and how the tenancy will end. All parties were all in agreement with the tenancy ending as laid out below.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant will move out of the rental unit by **May 31, 2021, at 1pm.**
- The Tenant is at liberty to move out before this time.

- The 2 Month Notices (the one issued in January, and the one issued in March), are hereby cancelled, and of no force or effect. No further compensation is due with respect to the end of the tenancy.
- The Landlord will pay the Tenant \$3,000.00, forthwith.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

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.

To give effect to the settlement reached by the parties, I also grant the Landlord an Order of Possession effective May 31, 2021, at 1pm to reflect the end of tenancy. I grant the Tenant a monetary order for \$3,000.00.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective May 31, 2021 at 1pm and after service on the tenant. The Landlord may serve and enforce this Order if the Tenant fails to move out as specified above.

The Tenant is granted a monetary order pursuant to Section 67 in the amount of **\$3,000.00**. This order must be served on the Landlord. If the Landlord fails to comply with this order the Tenant may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

These Orders **must** be read in conjunction with the above settlement agreement.

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 17, 2021

Residential Tenancy Branch