



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-MT, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property (the "**Notice**") pursuant to section 49;
- more time to make an application to cancel the Notice pursuant to section 66;

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset, I advised the parties of rule 6.11 of the Rules of Procedure (the "**Rules**") which prohibits participants from recording the hearing. The parties confirmed they were not recording the hearing.

The tenant testified and the landlord confirmed that the tenant served the landlord with the Notice of Dispute Resolution Package on September 24, 2021. The landlord testified, and the tenant confirmed, that other than the 2 Month Notice, no other evidence was submitted with regard to the matter before me.

The tenant explained that the 2 Month Notice came as a surprise. The Notice was issued after repairs for a damaged floor from flooding were approved by the Insurance Agency and completed. Further, the tenant had just moved all of the furniture back into the house post repairs. The tenant's daughter was pregnant at the time and "high risk" due to deliver 2 weeks before the October 31, 2021 "move out" date. The tenant also made repairs to the yard (sidewalk) that she did not request or expect to be reimbursed for. She made the repairs to ensure the safety of her daughter. The tenant has lived in the rental unit for 5.5 years and had hoped to secure a further 3–5-year lease.

The tenant acknowledged that the rental unit belonged to the landlord and that the landlord has the right to occupy the rental unit. Her only request of the landlord was for some cooperation, compassion, and extra time, through the end of February 2022, to find a rental accommodation because of the extenuating circumstances around the pregnancy and the limited rental inventory on the market. Initially the landlord countered agreeing to extend the move out date to January 31, 2022 but stated the tenant must forfeit the one- month free rent. The tenant disagreed and filed for Dispute Resolution.

The landlord testified that the property owner was willing to enter into a settlement agreement. The tenant can remain in the rental unit through March 31, 2022, with one-month rent free. If the tenant finds a new rental unit before March 31, 2022, the landlord requests 10-days' notice. If the tenant moves prior to the March 31, 2022 possession date the one month free rent will be adjusted retroactively.

The tenant concurred with the terms of the proposed settlement.

Settlement

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The tenant will vacate the rental unit on or before **March 31, 2022, by 1:00 p.m.**
2. In accordance with terms in the Two-Month Notice, the tenant will provide 10-days' notice to the landlord if vacating the rental unit before March 31, 2022, by 1:00 p.m.
3. In accordance with the terms in the Two-Month Notice, the tenant is entitled to one-month occupancy rent free. If the tenant vacates the rental unit prior to March 31, 2022, the one-month rent free will be adjusted retroactively.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

This comprises the full and final settlement of all aspects of this dispute and all future disputes relating to this tenancy between the parties. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this and all future disputes relating to the tenancy between them.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord by 1:00 pm on March 31, 2022.

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: January 27, 2022

Residential Tenancy Branch