



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, FF

Introduction

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

- an Order of Possession for landlord's use of the rental unit pursuant to section 55; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord, the landlord's son D.K., the tenants and the tenants' advocate S.A. attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord's son D.K. (the landlord) stated that he would be speaking on behalf of his mother. S.A. (the advocate) stated that she would be speaking on behalf of the tenants.

The advocate acknowledged receipt of the Landlord's Application for Dispute Resolution (the Application) and evidentiary package which was personally handed to the tenants on September 10, 2017. In accordance with section 88 and 89 of the *Act*, I find the tenants have been duly served with these documents.

The landlord testified that a Two Month Notice to End Tenancy for Landlord's Use of Property (the Two Month Notice) was personally served to Tenant L.M. on March 08, 2017, and a second Two Month Notice was served to Tenant C.A. on September 30, 2017. In accordance with section 88, of the *Act* I find the Two Month Notices were duly served to the tenants.

The tenants confirmed that they did not dispute the Two Month Notices or submit any evidence.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession based on the Two Month Notice?

Is the landlord entitled to recover the filing fee for this Application?

Background and Evidence

The landlord testified that they do not know exactly when the tenancy began. The advocate testified that this tenancy began on November 01, 2013. The landlord confirmed this to be true. The landlord testified that each tenant pays a monthly rent of \$375.00 for a total of \$750.00 per month. The landlord testified that rent is due when the tenants receive their payments from the ministry. The landlord testified that they do not have any security deposit.

A copy of the landlord's March 03, 2017, Two Month Notice for Tenant L.M. was entered into evidence. In the Two Month Notice, requiring Tenant L.M. to end this tenancy by May 31, 2017, the landlord cited the following reason for the issuance of the Two Month Notice:

The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse)

A copy of the landlord's March 03, 2017, Two Month Notice for Tenant C.A. was entered into evidence. In the Two Month Notice, requiring Tenant C.A. to end this tenancy by September 30, 2017, the landlord cited the following reason for the issuance of the Two Month Notice:

The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse)

Analysis

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. During this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the landlord's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. All parties agreed that this tenancy will end by 1:00 p.m. on December 31, 2017, by which time the tenants agreed to have vacated the rental unit, on the basis of the Two Month Notice dated March 03, 2017, which was personally handed to Tenant C.A. on September 30, 2017.
2. All parties agreed that these particulars comprise the full settlement of all aspects of the landlord's current application arising out of the Two Month Notices.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I grant an Order of Possession to the landlord effective **on December 31, 2017**, to be used by the landlord if the tenant(s) do not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with an Order in the event that the tenant(s) do not vacate the premises by the time and date set out in their agreement. Should the tenant(s) or any occupant on the premises 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: October 16, 2017

Residential Tenancy Branch