



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL FTT

Introduction

This hearing dealt with the tenants' 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; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

All parties attended the hearing. All parties in attendance were given a full opportunity to be heard, to present their affirmed testimony, to make submissions and to call witnesses.

Preliminary Issue – Address

The Notice of Dispute Resolution incorrectly listed the street address of the rental unit. The rental unit is a basement suite at the street address listed. Pursuant to Rule of Procedure 4, I order that the Notice of Dispute Resolution be amended to include the designation of "basement" to the street address listed.

Preliminary Issue – Removal of Party

Tenant LA is listed as a party to this application. Based on the testimony of Tenant RM and of the landlord, Tenant LA is not, in fact, a tenant of the landlord; rather, she is a subtenant of Tenant RM. She therefore has no standing to bring an application against the landlord.

Accordingly, pursuant to Rule of Procedure 4, I order that Tenant LA be removed as a party to this matter.

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 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 tenancy will end on September 30, 2019 at 1pm. Tenant RM will vacate the rental unit by this time.
2. Tenant RM will provide the landlord with a copy of the key to the entry door of the rental unit by September 2, 2019.
3. Tenant RM will give the landlord reasonable access to the rental unit, on 24 hours written notice. This notice may be given via text message, email, hand delivery, or by posting on the entry door of the rental unit.

These particulars comprise the full and final settlement of all aspects of this dispute for 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 dispute between these two parties.

Conclusion

As the parties have reached a settlement, I make no factual findings, other than those made regarding the Preliminary Issues as set out above, about the merits of this application.

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: August 30, 2019