



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

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

- Cancellation of a Two Month Notice for Landlord's Use of Property pursuant to section 49 of the *Act*.

Both parties, the landlord and tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord was represented with his Advocate HC

The tenant testified the landlord was served the Notice of Dispute Resolution together with the evidentiary package via Canada Post registered mail on March 25, 2020. I find that this satisfied the service requirements set out in sections 88 and 89 of the *Act*. Canada Post tracking number is listed on the cover page of this decision.

Issue(s) to be Decided

Is the tenant entitled to cancel a Two Month Notice for Landlord's Use pursuant to section 48 of the *Act*?

If the tenant fails in his application, is the landlord entitled to an order of possession pursuant to section 55 of the *Act*?

Settlement

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 the landlord and tenant confirmed twice that they understood the terms of the settlement agreement.

The parties agreed to the following final and binding settlement:

1. The tenant agrees to vacate the rental unit on June 30, 2020 by no later than 1:00 p.m.
2. The landlord is granted an Order of Possession effective June 30, 2020 at 1:00 p.m. should the tenant fail to vacate the rental unit.
3. The parties agree that the landlord will pay the tenant the sum of \$1400.00 by cheque on June 30, 2020 on the tenant vacating the rental unit. This amount represents two months rent for May and June 2020. The tenant and landlord agreed to end this tenancy by this settlement agreement.

Both parties gave verbal sworn 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. The landlord and tenant testified that they understood that the above agreement is binding and enforceable.

Conclusion

I grant an Order of Possession effective June 30, 2020 at 1:00 p.m. Should the tenant 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 settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

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 12, 2020

Residential Tenancy Branch