



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL OLC

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 22, 2020. 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 "Notice");

The Landlord's Agent and the Tenant both attended the hearing. All parties provided testimony. The Tenant confirmed, via registered mail tracking information that she served the current owner, and the new owner (purchaser) at the address listed on the Notice with her Notice of Hearing and evidence on April 4, 2020. Pursuant to section 89 and 90 of the Act, I find the Landlord and the new buyer were deemed to have been served with the package 5 days after it was mailed, on April 9, 2020.

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 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 **September 30, 2020, at 1pm.**
- The Tenant is at liberty to move out before this time.
- The 2-Month Notice is not set aside, cancelled or withdrawn. Rather, the parties agreed to an alternative move-out date to reflect a different date than was initially listed on the Notice.
- After making a phone call in the hearing, the Landlord's agent confirmed he had authority to make this agreement for an alternative move-out date, since the possession date of the house was delayed until the middle of September 2020.
- 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 September 30, 2020, at 1pm to reflect the end of tenancy.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective September 30, 2020, 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.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of this 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 22, 2020