



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, LRE**

Introduction

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

- An order to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property pursuant to section 49; and
- An order to suspend a landlord's right to enter the rental unit pursuant to section 70.

The tenant CD attended the hearing, the co-tenant did not. Both named landlords also attended the hearing. Neither party raised issues with timely service of documents.

At the commencement of the hearing, the applicant/tenant advised me that she has found new accommodations for September 1, 2020 and no longer wishes to dispute the Two Month's Notice to End Tenancy for Landlord's Use. Her co-tenant/husband has recently been diagnosed with dementia and is in the process of seeking assistance to find suitable housing.

Settlement Reached

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. I advised the parties that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, 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 at this time:

1. The parties agree to a mutual agreement to end the tenancy. This tenancy will end at 1:00 p.m. on August 31, 2020 by which time the tenants and any other occupants will have vacated the rental unit.
2. In the spirit of complying with section 51 of the *Act*, rent for the month of July 2020 is considered paid by the tenants.
3. The parties agree that the landlords may retain the security deposit and pet damage deposit in the sum of \$1,600.00 in lieu of August 2020 rent in accordance with section 38(4) of the *Act*.
4. The rights and obligations of the parties under the *Act* continue until the tenancy ends.
5. Both parties' right to file for dispute resolution after the tenancy is retained.
6. The Two Month Notice to End Tenancy for Landlord's Use is cancelled and of no further force or effect.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession immediately and enforce it as early as 1:01 PM on August 31, 2020, should the landlord choose to do so.

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: July 31, 2020

Residential Tenancy Branch