



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL, FFT

Introduction

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant, in which the Tenant applied to cancel a Two Month Notice to End Tenancy for Landlord's Use and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on August 15, 2020 the Dispute Resolution Package was sent to the Landlord, via registered mail, at the service address noted on the Application. On July 25, 2020 the Tenant evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via registered mail, July 30, 2020. It is still unclear to me why the evidence was served to the Landlord prior to the Application for Dispute Resolution.

The Landlord stated that he received two packages from the Tenant in the mail, neither of which contained the evidence the Tenant submitted to the Residential Tenancy Branch on July 25, 2020.

The parties were advised that I would adjourn these proceedings for the purposes of providing the Tenant with the opportunity to re-serve his evidence to the Landlord.

Issue(s) to be Decided

Should the Two Month Notice to End Tenancy for Landlord's Use be set aside?

Background and Evidence

Prior to adjourning the hearing for the purposes of re-serving evidence, the parties gave evidence regarding the terms of the tenancy and the Two Month Notice to End Tenancy for Landlord's Use that was served to the Tenant.

During these discussions the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The tenancy will end, by mutual agreement, on November 30, 2020; and
- The Tenant will not be required to pay rent for November of 2020.

This agreement was summarized for the parties on at least two occasions and both parties clearly indicated that they agreed to resolve this dispute under these terms.

The parties each acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

The Tenant agreed that there was no need to adjourn this hearing for the purposes of re-serving evidence, given that the parties reached a settlement agreement.

Analysis

I find that the parties have mutually agreed to settle all issues in dispute at these proceedings, in accordance with the aforementioned terms.

Conclusion

All issues in this dispute have been settled in accordance with the aforementioned terms.

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective on **November 30, 2020**. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

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: September 18, 2020