



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on December 30, 2020 (the “Application”). The Tenants applied to dispute a Two Month Notice to End Tenancy for Landlord's Use of Property dated December 14, 2020 (the “Notice”).

The Tenants appeared at the hearing. The Agent for the Landlord appeared at the hearing with D.C., the owner of the rental unit. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose.

The parties agreed there is a written tenancy agreement between the parties which started October 01, 2017 and is currently a month-to-month tenancy.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear and decide the matter. If they chose to discuss settlement and could not come to an agreement that was fine, I would hear and decide the matter. If they did come to an agreement, I would write out the agreement in my written decision. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later.

The parties discussed settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The tenancy is ending pursuant to the Notice. The tenancy will end and the Tenants will vacate the rental unit no later than 1:00 p.m. on April 30, 2021.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

All rights and obligations of the parties under the tenancy agreement will continue until 1:00 p.m. on April 30, 2021.

The Landlord is issued an Order of Possession for the rental unit which is effective at 1:00 p.m. on April 30, 2021. If the Tenants fail to vacate the rental unit in accordance with the settlement agreement set out above, the Landlords must serve the Tenants with this Order. If the Tenants fail to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court 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 *Act*.

Dated: March 25, 2021

Residential Tenancy Branch