



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUNNYSIDE VILLAS SOCIETY and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes OPC; OLC, CNL

Introduction

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

- an order of possession for cause, pursuant to section 55.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- cancellation of the landlords' Two Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), pursuant to section 49.

The individual landlord JM ("landlord") and the tenant's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 20 minutes.

The landlord stated that she was the property manager for the landlord company named in this application and that she had permission to speak on its behalf (collectively "landlords"). The tenant's agent confirmed that she had permission to represent the tenant, who is her father, at this hearing.

Both parties confirmed receipt of other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

The landlord confirmed that she received a copy of the tenant's application for dispute resolution hearing package from the Residential Tenancy Branch, not the tenant. However, the landlord confirmed that received and reviewed the tenant's application and she wanted to settle it at this hearing.

At the outset of this hearing, I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they wanted to proceed with this hearing and settle both applications. Both parties did not make any adjournment or accommodation requests at this hearing.

During the hearing, both parties confirmed that the landlords did not issue a 2 Month Notice to the tenant. The tenant's agent confirmed that the tenant applied to cancel a 2 Month Notice in error. Both parties confirmed that the landlords issued a One Month to End Tenancy for Cause, dated December 17, 2020 ("1 Month Notice"), to the tenant.

Pursuant to section 64(3)(c) of the *Act*, I amend both parties' applications to add the name of the landlord company as a landlord-respondent. The landlord confirmed that the landlord company is the owner of the rental unit. Both parties consented to this amendment during the hearing.

Settlement Terms

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 and orders. 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. Both parties agreed that this tenancy will end by 1:00 p.m. on June 30, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the landlords' 1 Month Notice, dated December 17, 2020, was cancelled and of no force or effect;
3. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed 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 with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m., on June 30, 2021, to be used by the landlords **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlords' 1 Month Notice, dated December 17, 2020, is cancelled and of no force or effect.

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: April 23, 2021

Residential Tenancy Branch