



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 by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on February 15, 2021 (the “Application”). The Tenant applied to dispute a Two Month Notice to End Tenancy for Landlord's Use of Property dated February 28, 2021 (the “Notice”). The Tenant also sought to recover the filing fee.

The Tenant appeared at the hearing. J.W. appeared at the hearing for the Landlord. B.W. appeared at the hearing as a witness. B.W. was not involved in the hearing until required. I did not hear from B.W. as the parties came to a settlement agreement.

I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. J.W. confirmed receipt of the hearing package. J.W. had not received the Tenant's evidence; however, the nature of the evidence was such that this did not prejudice the Landlord and therefore I did not address this further. The Tenant acknowledged receipt of the Landlord's evidence.

The parties agreed there is a verbal tenancy agreement between the Landlord and Tenant which started June 01, 2019 and is a month-to-month tenancy. The parties agreed rent is \$550.00 due on the first day of each month. The parties agreed no security or pet damage deposits were paid.

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 the matter and make a final and binding decision. If they chose to discuss settlement and did 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 and came to an agreement. Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily. J.W. confirmed understanding that the Landlord would be bound by the agreement.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The tenancy will end, and the Tenant and all occupants will vacate the rental unit, by 1:00 p.m. on May 31, 2021.
2. The tenancy is ending pursuant to the Notice.
3. The Tenant withdraws the request to recover the filing fee.
4. All rights and obligations of the Landlord and Tenant will continue until the tenancy ends at 1:00 p.m. on May 31, 2021.

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

The Landlord is issued an Order of Possession effective at 1:00 p.m. on May 31, 2021. This Order must be served on the Tenant and, if the Tenant does not comply with this Order, it may be filed and 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: May 20, 2021

Residential Tenancy Branch