



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TERRACE ALLIANCE CHURCH
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNL, OLC, FFT

Introduction

On March 30, 2021, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a Two Month Notice to End Tenancy for Landlord’s Use of Property, to order the Landlord to comply with the Act, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord’s Agents and the Tenants attended the hearing and entered into settlement discussions.

Preliminary Matters

Section 63 of the Act allows an Arbitrator to 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 include an Order. Accordingly, I assisted the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties.

Settlement Agreement

The Landlord and the Tenants confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of the Tenants’ Application.

1. The Landlord withdrew the 2 Month Notice to End Tenancy, dated March 26, 2021.
2. The Tenants agreed to provide vacant possession of the rental unit by July 7, 2021.
3. The Tenants agreed to remove the greenhouse from the residential property by July 15, 2021.
4. This Application is now closed.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlord and the Tenants both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

As the Tenants' issues were addressed by settlement, I make no award for the recovery of the filing fee.

Conclusion

The above Settlement Agreement is made in full satisfaction of the Tenants' Application.

As discussed with parties during the hearing, to give effect to the settlement reached between them, I issue the attached Order of Possession to be used by the Landlord only if the Tenants fail to vacate the rental unit by 1:00 p.m. on July 7, 2021. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order in the event that the Tenants do not vacate the rental unit as agreed to in the Settlement Agreement. Should the Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: June 29, 2021

Residential Tenancy Branch