



# Dispute Resolution Services

Page: 1

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 Tenant on March 26, 2021 (the “Application”). The Tenant applied to dispute a Two Month Notice to End Tenancy for Landlord’s Use of Property dated March 15, 2021 (the “Two Month Notice”).

The Tenant appeared at the hearing with the Co-tenant and Legal Counsel. Legal Counsel for the Landlord appeared at the hearing with two Agents for the Landlord.

The Application originally included a company as the landlord. Legal Counsel for the Landlord confirmed that only the Landlord should be named, and this is reflected in the style of cause.

I explained the hearing process to the parties. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The Tenant, Co-tenant, F.M. and S.M. provided affirmed testimony.

The Tenant did not submit evidence prior to the hearing. The Landlord did submit evidence. I addressed service of the hearing package and Landlord’s evidence. Legal Counsel for the Landlord confirmed receipt of the hearing package. Legal Counsel for the Tenant said the Tenant did not receive the Landlord’s evidence. However, Legal Counsel for the Tenant had raised the issue of settlement prior to this and confirmed that the Tenant was not taking issue with the admissibility of the Landlord’s evidence unless the parties did not come to a settlement agreement. Given this, I proceeded with the hearing. The parties did come to a settlement agreement and therefore I did not address service of the Landlord’s evidence further.

There was no issue that there is a tenancy agreement between the parties.

As stated, Counsel for the Tenant raised the issue of settlement. Given this, I explained the settlement option to the parties pursuant to section 63(1) of 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 in the matter. 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 did not have questions about the above and agreed to discuss settlement.

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.

#### 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, no later than 1:00 p.m. on September 01, 2021.
2. The Landlord will pay the Tenant \$5,000.00 on the move-out date and, in any event, no later than September 01, 2021.
3. The tenancy is ending pursuant to the Two Month Notice and the Two Month Notice is valid.
4. Rent for August of 2021 will be abated.

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 for the rental unit which is effective at 1:00 p.m. on September 01, 2021. If the Tenant or occupants fail to comply with the above, the Landlord must serve the Tenant with this Order. If the Tenant or occupants

fail to comply with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

The Tenant is issued a Monetary Order in the amount of \$5,000.00. If the Landlord fails to comply with the above, this Order must be served on the Landlord. If the Landlord fails to comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: June 29, 2021

---

Residential Tenancy Branch