



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, MNDCT, LRE, PSF, CNQ, LAT, RR, OT, FFT & OPL, FFL

Introduction

On May 12, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to cancel a 2 Month Notice to End Tenancy for Landlord’s Use of Property, and for nine other issues.

On May 28, 2021, the Landlord submitted an Application for Dispute Resolution under the Act. The Landlord requested an Order of Possession for the rental unit, and to be compensated for the cost of the filing fee. The Landlord’s Application was crossed with the Tenant’s Application and the matter was set for a participatory hearing via conference call.

The Landlord and Tenant attended the hearing and provided testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing.

Preliminary Matters – Issues

The Tenant submitted ten separate claims as part of this Application, and I was aware that we would not have the time to get to all of them during today’s hearing. I asked the Tenant to prioritize the issues that he wanted to address in this hearing; he stated that he wanted to address the request to cancel the Two Month Notice to End Tenancy. For these reasons, I dismiss the other nine issues with leave to reapply in accordance with Rule 2.3 in the *Residential Tenancy Branch – Rules of Procedure*.

Preliminary Matters - Settlement

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 Tenant confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of both their Applications.

1. The Landlord withdrew the 2 Month Notice to End Tenancy for Landlord's Use of Property, dated April 26, 2021.
2. Both the Landlord and the Tenant mutually agreed to end the tenancy by August 31, 2021.
3. The Tenant's Application is now closed.
4. The Landlord's 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 Tenant 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 both parties' 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 both the Landlord's and the Tenant's Applications.

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 Tenant fails to vacate the rental unit by 1:00 p.m. on August 31, 2021. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order in the event that the Tenant does not vacate the rental unit as agreed to in the Settlement Agreement. 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.

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: July 12, 2021

Residential Tenancy Branch