



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 Tenants on April 05, 2021 (the “Application”). The Tenants applied as follows:

- To dispute a Two Month Notice to End Tenancy for Landlord’s Use of Property dated April 01, 2021 (the “Two Month Notice”)
- To recover the filing fee

The Tenant and Landlord appeared at the hearing. The Tenant appeared for Tenant H.B. 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 parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. The Landlord confirmed receipt of the hearing package and Tenants’ evidence. The Tenant confirmed receipt of the Landlord’s evidence. The Tenant stated that the Landlord’s evidence was received late. The Tenant did not know what date the Landlord’s evidence was received. The Tenant confirmed the date the Landlord’s evidence was received is a non-issue and therefore I did not go into this further.

A written tenancy agreement between the Tenants and previous owners of the rental unit was submitted as evidence and the parties agreed it is accurate. The parties agreed the Landlord became the owner of the rental unit March 25, 2021 and inherited the prior tenancy agreement.

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 and decide 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 agreed to discuss settlement and a discussion ensued.

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 Tenants agree as follows:

1. The tenancy will end and the Tenants will vacate the rental unit no later than 5:00 p.m. on September 30, 2021.
2. The Two Month Notice is valid and the tenancy is ending pursuant to the Two Month Notice. The compensation requirements pursuant to section 51 of the *Act* apply.
3. The Tenants withdraw the request to recover the filing fee.

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

I note that all rights and obligations of the Landlord and Tenants under the tenancy agreement will continue until the tenancy ends.

The Landlord is issued an Order of Possession for the rental unit which is effective at 5:00 p.m. on September 30, 2021. If the Tenants fail to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the

Tenants with this Order. If the Tenants fail to vacate the rental unit in accordance with the Order, the Order may be 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: July 23, 2021

Residential Tenancy Branch