



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, MNCDT, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an Order cancelling a Two Month Notice to End the Tenancy for Landlord's Use, dated May 18, 2021; for an Order for the Landlord to Comply with the Act or tenancy agreement; for a Monetary Order of \$1,000.00 for damage or compensation under the Act; and to recover the \$100.00 cost of his Application filing fee.

The Tenant, his advocate, M.B. ("Advocate"), landlords, F.S. and K.P. ("Landlords"), the co-owner of K.P., R.P, and counsel for F.S., P.O., appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. One witness for the Landlord, F.S., E.W., was also present and provided affirmed testimony.

During the hearing the Tenant and the Landlords were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Tenant provided the Parties' email addresses in the Application and they confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party. At the outset of the hearing, I asked the named Respondent if he is the only respondent who should be named in this proceeding. The Parties agreed that K.P. should be added as a Respondent, since he and his partners are the new owners of this residential property. Accordingly, I amended the Respondent's name in the Application, pursuant to section 64(3)(c) and Rule 4.2.

I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions. Reference to "Landlord" in this Settlement Agreement is to the Landlord, K.P.:

1. The Parties agree to mutually withdraw the Two Month Notice dated May 18, 2021; and which withdrawal extinguishes the Tenant's right to further compensation under section 51 of the Act.
2. Both Parties agree to the withdrawal of the Tenant's Application in full as part of this mutually agreed settlement.
3. The Tenant withdraws his Application in full as part of this mutually settled Agreement.
4. The Parties agree that the Tenant shall continue to live in the rental unit until November 30, 2021 at 1:00 p.m., by which time he must vacate the unit.

5. The Tenant agrees to comply with his legal obligations under the Act to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and to remove all of his possessions from the residential property by November 30, 2021 at 1:00 p.m.
6. The Landlord is granted an Order of Possession dated November 30, 2021 at 1:00 p.m.
7. The Parties agree that the Tenant will pay the Landlord \$421.00 per month for use and occupancy of the rental unit from August 2021 through to November 30, 2021.

This Settlement Agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this Agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

These particulars comprise the full and final settlement of all aspects of this dispute for both Parties. Both Parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby Order that the Two Notice to End Tenancy for Landlord's Use dated May 18, 2021 is cancelled and is of no force or effect.

Further, in support of the Settlement described above, and with agreement of both Parties, I grant the Landlord an **Order of Possession**, to serve and enforce upon the Tenant, if necessary, **effective on November 30, 2021 at 1:00 p.m.** This Order must be served on the Tenant, if the Tenant fails to adhere to the terms of the Settlement Agreement.

I Order the Parties to comply with their Settlement Agreement described above.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: September 27, 2021

Residential Tenancy Branch