



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **FFT, CNC**

### **Introduction**

This hearing originally convened on October 8, 2021 and was adjourned to October 26, 2021 in an Interim Decision dated October 8, 2021 (the “Interim Decision”). This decision should be read in conjunction with the October 8, 2021 Interim Decision.

In the first hearing the tenants, landlord S.N, counsel for the landlord, and landlord agents D.P. and E.N. attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

In the second hearing tenant R.M., tenant R.M.’s mother, landlord S.N, counsel for the landlord, and landlord agents D.P. and E.N. attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Both parties confirmed their email addresses for service of this Decision and Order.

### **Settlement**

Pursuant to section 63 of the *Act*, the Arbitrator may 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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The landlord agrees to grant the tenant full use of the subject rental property, including the top floor and the basement suite.
2. The tenant agrees to pay the landlord rent in the amount of \$2,500.00 on the 15<sup>th</sup> day of every month.
3. Both parties agree that this is a month-to-month tenancy agreement, despite any other signed agreement.
4. The landlord agrees to serve the tenant with a Two Month Notice to End Tenancy for Landlord's Use of Property if the subject rental property is sold and the purchaser asks the landlord, in writing, to give notice to end the tenancy because the purchaser is an individual and the purchaser, or a close family member of the purchaser, intends in good faith to occupy the rental unit.
5. The tenant agrees to vacate the subject rental property by 1:00 p.m. on June 14, 2022.
6. The tenant may end the tenancy earlier than June 14, 2022 by providing the landlord with one month's written notice to end tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties, I issue the attached Order of Possession effective at **1:00 p.m. on June 14, 2022**, which should be served on the tenant. 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: October 26, 2021

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Residential Tenancy Branch