



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, FFT**

This hearing was convened as a result of the Tenants' Application for Dispute Resolution under the *Residential Tenancy Act* ("Act"). A hearing by telephone conference was held on 9:30 am. The Tenant applied for:

- cancellation of the Landlord's Two Month Notice to End Tenancy for Landlord's Use of Property dated June 10, 2021 ("2 Month Notice") pursuant to section 49 of the Act; and
- authorization to recover the filing fee pursuant to section 72 of the Act.

Introduction

The two Tenants and the Landlord appeared at this participatory hearing. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited by Rule 6.11 of the *Residential Tenancy Rules of Procedure*.

The Tenants testified they served the Notice of Dispute Resolution Hearing ("NOH") by registered mail on July 27, 2021. The Landlord acknowledged receiving the NOH by registered mail on July 28, 2021. I find the Landlord was served with the NOH in accordance with section 89 of the Act.

The Landlord testified they served evidence on the Tenants by registered mail on October 8, 2021. The Tenants admitted receiving the Landlord's evidence. I find the Tenants were served with the Landlord's evidence in accordance with section 88 of the Act.

Settlement Agreement

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the Act which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary and, if they choose not to discuss settlement, I would then make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would document the details of their agreement in my written decision and make any necessary Orders to give effect to their agreement. I also explained that the written Decision would be a final and legally binding agreement between them.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord agrees to cancellation of the 2 Month Notice;
2. The Tenants must vacate the rental unit by 1:00 pm November 30, 2021;
3. The Tenants withdraw their claim for reimbursement of the \$100.00 filing fee for this application; and
4. The parties agree that fulfilment of these conditions will amount to full and complete settlement of the claims made by the Tenants in this application for dispute resolution.

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 they understood the binding nature of this full and final settlement of this dispute.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes.

I hereby order that the 1 Month Notice to End Tenancy for Cause dated June 15, 2021 to be cancelled and of no force or effect.

The Landlord is provided with an Order of Possession effective at 1:00 pm on November 30, 2021 after service of this Order on the Tenants. This Order must be served on the Tenants by the Landlord. Should the Tenants or anyone on the

premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Tenants' claim for reimbursement of the \$100 filing fee for this application is dismissed without leave to reapply.

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

Residential Tenancy Branch