



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, LRE, OLC, FFT

Introduction

On June 30, 2021, the Tenant made an Application for Dispute Resolution seeking to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to Section 49 of the *Residential Tenancy Act* (the "*Act*"), seeking to set conditions on the Landlords' right to enter pursuant to Section 70 of the *Act*, seeking an Order to comply pursuant to Section 62 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing, with A.C. attending as counsel for the Tenant. Both Landlords attended the hearing as well. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance, with the exception of A.C., provided a solemn affirmation.

The parties immediately turned their minds to settlement discussions.

Settlement Agreement

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, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

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

1. The Two Month Notice to End Tenancy for Landlord's Use of Property of June 25, 2021 is cancelled and of no force or effect.
2. The Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") of July 27, 2021 is the live and valid Notice.
3. The Tenant will remain in possession the rental unit but must give up vacant possession of that rental unit on **November 1, 2021 at 1:00 PM**.
4. If condition 3 is breached, the Landlords are granted an Order of Possession that will be effective after service of the Order on the Tenant.
5. The Landlords will pay to the Tenant the one-month compensation owed in the amount of **\$1,200.00** pursuant to the Notice. This will be electronically transferred to the Tenant before November 1, 2021.
6. If condition 5 is breached, the Tenant is granted a Monetary Order in this amount. This Order is only enforceable should the Landlords not compensate the Tenant in this amount.
7. The parties will meet on November 1, 2021 at 1:00 PM to conduct a move-out inspection report. An acquaintance of the Tenant, T.W.S, is not permitted to participate in this move-out inspection. However, the Tenant may have an alternate person join her to conduct the move-out inspection report.
8. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute with respect to the Notice.
9. Both parties agreed that they are still permitted to make other Applications against each other with respect to this tenancy.

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 the settlement of these

disputes.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition with the settlement agreement, based on the above, the Landlords are granted a conditional Order of Possession effective on **November 1, 2021 at 1:00 PM** after service of the Order on the Tenant if she fails to comply with condition 3 of this 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.

In addition, the Tenant is provided with a conditional Monetary Order in the amount of **\$1,200.00** in the above terms if the Landlords fail to comply with condition 5 of this settlement agreement. The Landlords must be served with **this Order** as soon as possible. Should the Landlords fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced 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 *Residential Tenancy Act*.

Dated: October 28, 2021

Residential Tenancy Branch