



Dispute Resolution Services

Page: 1

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 July 09, 2021 (the “Application”). The Tenants applied as follows:

- To dispute a Two Month Notice to End Tenancy for Landlord’s Use of Property dated June 24, 2021 (the “Two Month Notice”)
- To recover the filing fee

Tenants D.D. and K.R. (the “Tenants”) appeared at the hearing and appeared for Tenant A.E. The Landlord appeared at the hearing. 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 confirmed service of the hearing package and evidence and no issues arose.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The parties agreed rent is currently \$1,537.50 per month.

The Landlord advised at the start of the hearing that the parties have had discussions about resolving this matter. Given this, I explained the settlement option to the parties 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 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 which would become a final and legally binding agreement and the parties could not change their mind about it later.

The parties discussed settlement and came to an agreement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily. The Tenants confirmed they understood Tenant A.E. would be bound by the agreement.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Two Month Notice is cancelled.
2. The tenancy will continue until June 01, 2022 at 1:00 p.m.
3. The tenancy will end, and the Tenants will vacate the rental unit, no later than 1:00 p.m. on June 01, 2022.
4. The Tenants can give notice ending the tenancy earlier than June 01, 2022. The notice must comply with section 45(1) of the *Act* which states:

45 (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice,
and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

5. 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.

The Landlord is issued an Order of Possession for the rental unit which is effective at 1:00 p.m. on June 01, 2022. 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: November 08, 2021

Residential Tenancy Branch