



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **CNL, FFT**

### **Introduction**

This hearing dealt with the Tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

1. Cancellation of the Landlord's Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice") pursuant to Sections 49 and 62 of the Act; and,
2. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord, SS, former Landlord, SJ, and Support, GC, attended the hearing at the appointed date and time. The Tenant, EBN, Legal Advocate, KC, and Supports, CW and JW, also attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

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

### **Preliminary Matters**

#### **Bias/Conflict of Interest**

I was alerted to a possible appearance of bias or a conflict of interest. I recognized one name associated with one party with which I had a past professional relationship. I told the parties that I have no reasonable apprehension of bias in this matter and can be

objective to decide this application. None of the parties objected to me hearing this application.

### **Amend Party Name**

RTB Rules of Procedure 4.2 allows for amendments to be made in circumstances where the amendment can reasonably be anticipated. The Landlord sold her property to the new Landlord. In the Tenant's application, the Tenant named the former Landlord as the opposing party. In the hearing, I asked the Parties if we could amend the name of the Landlord to the new Landlord's name. Both Parties agreed to this amendment. The correct Landlord name is noted in the style of cause of this decision.

If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served. On this basis, I accept that the Landlord is properly named as the new Landlord name and not the former Landlord's name. I changed the Landlord's name and it is reflected in this decision.

### **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.

The Parties reached a mutual agreement on this matter. The Parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the Parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The tenancy will end by way of mutual agreement at 1:00 p.m. on February 28, 2022;
2. The Landlord will be granted an Order of Possession for the above tenancy end date;
3. The Landlord agreed that February 2022 will be the Tenant's entitled one month equivalent of rent payable under the tenancy agreement pursuant to Section 51(1) of the Act;
4. The Parties are ordered to comply with all these settlement terms; and,

5. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with the Act or this agreement. Both Parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement, I grant the Landlord an Order of Possession effective at 1:00 p.m. on February 28, 2022. The Order may be filed in and enforced as an Order of the British Columbia Supreme 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: January 31, 2022

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Residential Tenancy Branch