



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL CNC RR, RP, OLC, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on January 11, 2022. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The seller of the property, B.S., and the purchasers of the property, S.P. and I.P., were present at the hearing and were both named as "Landlords" on this application. The Tenant was also present at the hearing. All parties provided affirmed testimony.

The parties agreed that the purchasers bought the rental unit and took over ownership of the property on or around October 6, 2021. The purchasers are the current Landlord's and are wishing to take over the rental unit for their own use.

Settlement Agreement

During the hearing, a mutual agreement was discussed and all parties agreed to settle all matters relating to this application, in full, as laid out below.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant will move out of the rental unit by **February 28, 2022, at 1pm.**

- The purchasers will provide one month's compensation to the Tenant, pursuant to the 2 Month Notice, and the Tenant will withhold February rent to account for this amount.
- This agreement does not alter any obligations or compensation due pursuant to the 2 Month Notices issued, and only modifies the date the Tenant will move out.
- These terms comprise the full and final settlement of all aspects of this dispute for all parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

To give effect to the settlement reached by the parties, I also grant the Landlord (Purchasers) an Order of Possession effective February 28, 2022, at 1pm to reflect the end of tenancy. The Seller will not be named on the Order of Possession, as he is no longer the owner or the manager, and it is the purchaser who is the current owner.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective February 28, 2022, at 1pm and after service on the tenant. The Landlord may serve and enforce this Order if the Tenant fails to move out as specified above.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of this agreement.

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: January 11, 2022

Residential Tenancy Branch