



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, DRI, FFT

Introduction

The Tenant applies to cancel a Two-Month Notice to End Tenancy dated October 26, 2021 pursuant to s. 49 of the *Residential Tenancy Act* (the “*Act*”). The Tenant also files to dispute a rent increase pursuant to s. 43 and for return of her filing fee.

R.V. appeared as agent for the Tenant. R.V. appeared as witness for the Tenant. E.Z. appeared as agent for the Landlord. I.T. appeared as witness for the Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

Parties’ Settlement

Pursuant to section 63 of the *Act*, I 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. During the hearing, the parties confirmed that the Tenant has provided notice to end the tenancy at the end of January 2022. The parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The tenancy will end by way of mutual agreement on January 31, 2022.

I confirmed each detail of the settlement with the parties. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

In accordance with the parties' settlement, I grant the Landlord an order for possession. The Tenant shall provide vacant possession of the rental unit to the Landlord by no later than **1:00 PM on January 31, 2022**.

It is the Landlord's obligation to serve the order for possession on the Tenant. If the Tenant does not comply with the order for possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court.

Since the parties agreed to settle their dispute, I find that neither party shall recover their filing fee from the other. The Tenant shall bear their own costs for their application.

I make no findings with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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