



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

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

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property (the "**Notice**") pursuant to section 49;

The tenants attended the hearing. The landlord was represented at the hearing by an Agent. Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant testified, and the Agent confirmed, that the tenants served the landlord with the initial Notice of Dispute Resolution Package. The tenants did not realize that the notice for the rescheduled hearing must be sent to the landlord by the tenants. They thought because the rescheduling was RTB initiated, that notices were automatically sent to the affected parties. The Agent had no objections to the hearing proceeding.

The Agent confirmed that he had permission to represent the property owner at this hearing.

At the outset, I advised the parties of rule 6.11 of the rules of Procedure (the "**Rules**") prohibits participants from recording the hearing. The parties confirmed that they were not recording the hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

I was not required to consider the landlord's or the tenant's evidence at this hearing or in my decision, as both parties voluntarily settled this application.

Settlement

Pursuant to section 63 of the Act, an 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. During the hearing

the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute and future issues relating to the tenancy:

1. Both parties agree that this tenancy will end by 1:00 p.m. on March 31, 2022 by which time the tenants and any other occupants will have vacated the rental unit.
2. The landlord agreed that the Two (2) Month Notice, dated September 4, 2021, is cancelled and of no force or effect;
3. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

This comprises the full and final settlement of all aspects of this dispute and all future disputes relating to this tenancy between the parties. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this and all future disputes relating to the tenancy between them.

The Agent was given ample time to discuss and review the terms of this settlement with the landlord during this hearing. The Agent affirmed, under oath, that he discussed and reviewed the above settlement terms with the landlord.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 98- minute hearing. Both parties had the opportunity to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord by 1:00 pm on March 31, 2022 to be used by the landlord **only** if the tenants do not abide by condition #1 of the above settlement. The tenants must be served with this Order. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: February 7, 2022

Residential Tenancy Branch