



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, OLC, RP, FFT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a Two Month Notice to End Tenancy for Landlord's Used dated October 29, 2021; for an order directing the landlord to comply with the Act, regulation or tenancy agreement; for an Order for repairs to the unit or property; and to recover the \$100.00 cost of his Application filing fee.

The Tenant and an agent for the Landlord, C.C. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. The Agent advised me that the true owner of the residential property is correctly set out in the Application, even though the tenancy agreement states that a property management company is the Landlord. The Agent explained the roles of the different players in the formation of the tenancy, originally. However, he said that the owner is the Landlord, and he represents the owner.

I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

The Tenant provided his email address in the Application, and the Agent provided his in the hearing. They confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree to mutually withdraw the Two Month Notice dated October 29, 2021.
2. The Tenant withdraws his Application in full as part of this mutually settled Agreement.
3. The Parties agree that they entered into this Agreement completely voluntarily.
4. The Parties agree that the tenancy will end on February 28, 2022, at 1:00 p.m.
5. The Parties agree that the Landlord will be granted an Order of Possession for March 1, 2022, at 1:00 p.m.; however, the Parties have also agreed that the Tenant may take up to five more days – until March 5, 2022 - to finish cleaning the residential property, if necessary.
6. The Parties agree that this tenancy will end on the terms set out in this Settlement Agreement **on the condition** that the Tenant adheres to the vacating schedule as stipulated above. The Landlord is granted an Order of Possession effective February 28, 2022, after service of this Order on the Tenant, which is to be enforced only if the Tenant does not adhere to the vacating schedule stipulated above. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. If the Tenant complies with the above vacating schedule, this Order will become void and unenforceable.

This Settlement Agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this Agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

These particulars comprise the full and final Settlement of all aspects of this dispute for both Parties. Both Parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

Conclusion

This matter was resolved by way of a mutually settled Agreement. In recognition of this Settlement Agreement and based on the above, I hereby Order that the Two Month Notice to End Tenancy for Landlord's Use dated October 29, 2021, is cancelled and is of no force or effect.

In addition, in support of the Settlement described above, and with the agreement of both Parties, I grant the Landlord a conditional **Order of Possession**, to serve and enforce upon the Tenant, if necessary, **effective Monday, February 28, 2022, at 1:00 p.m.** This Order must be served on the Tenant, if the Tenant fails to adhere to the terms of the Settlement Agreement.

I Order the Parties to comply with their Settlement Agreement described above.

This Decision is final and binding on the parties, unless otherwise provided under the Act, and 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 08, 2022

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Residential Tenancy Branch