



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL FFL

Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. Each party was represented by an advocate. The landlord was assisted by family members.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

Background and Evidence

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. During the hearing, with the assistance of the advocates, the parties discussed the issues between them, 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 at this time:

1. This tenancy will end on 1:00 pm March 31, 2022, by which time the tenant and any other occupants will have vacated the rental unit.
2. The tenancy will continue in accordance with the current tenancy agreement and in accordance with the *Act* and regulations until it is ended.
3. The parties agree that they will conduct themselves in accordance with the *Act* as regards the landlord's right to access the rental property.
4. The parties agree that the security deposit for this tenancy will be handled in accordance with the *Act* and regulations at the end of the tenancy.
5. The parties agree that the landlord will sign a Letter of Reference prepared by the tenant, provided the contents are accurate.
6. The parties agree that the tenant is entitled to payment in an amount equivalent of one month's rent under the tenancy agreement pursuant to section 51 of the *Act*.
7. Both parties agree that this settlement agreement constitutes a full, final and binding resolution of the application at this hearing.

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

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 31, 2022. Should the tenant 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 8, 2022

Residential Tenancy Branch