



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **REVIEW HEARING DECISION**

Dispute Codes      OPL, FFL

### Introduction

This review hearing was held pursuant to a review consideration decision issued on February 7, 2022 concerning a decision and Order of Possession issued on February 1, 2022. A review hearing was ordered to re-hear the landlord's original application for an Order of Possession based on a Two Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice") signed on July 26, 2021.

At the review hearing, the landlord and her property manager appeared, as did the tenant. The parties were affirmed and the parties were ordered to not make an unofficial audio recording of the proceeding.

At the outset of the hearing, I explained the purpose of the review hearing. Both parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

I confirmed the tenant sent a copy of the Notice of Review Consideration Hearing to the landlord, and provided the landlord with her service address, as ordered in the Review Consideration Decision of February 7, 2022 via registered mail sent on February 13, 2022. The landlord confirmed receipt of this package.

The tenant also gave the landlord a USB stick containing evidence on March 7, 2022. The landlord was able to retrieve the printed documents from the USB stick but was unable to retrieve the photographs, videos and audio recordings. I determined the tenant had not confirmed with the landlord that the landlord was able to see/hear all of the content on the USB stick, as is required under the Rules of Procedure. As such, I instructed the tenant to orally describe the content of the relevant photographs, video and audio evidence she was relying upon so that the landlords may respond. I also

read aloud the content of photographs the tenant had submitted so that the landlords may hear it and respond. Similarly, I also had the property manager orally describe evidence they were relying upon so that the tenant may respond.

As identified in the Review Consideration application and decision, service of the 2 Month Notice and the landlord's Application for Dispute Resolution were under dispute. I explored the parties' respective positions and evidence concerning service upon the tenant at length during the hearing. After hearing from all parties, I explored with the parties whether their dispute may be resolved by way of a mutual agreement. The parties indicated a willingness to resolve the dispute by mutual agreement and I was able to facilitate a mutual agreement. I have recorded the parties' agreement by way of this Review Hearing Decision and the Order of Possession that accompanies it.

#### Issue(s) to be Decided

1. What are the terms of the mutual agreement?
2. Should the original decision and order(s) of February 1, 2022 be confirmed, varied or set aside?

#### Background and Evidence

During the review hearing, the parties mutually agreed upon the following terms in resolution of this dispute:

1. The tenant shall pay the balance of rent owing for March 2022 (\$400.00) to the landlord today, March 15, 2022.
2. The landlord shall serve another copy of the 2 Month Notice dated July 26, 2021 to the tenant via email today, March 15, 2022.
3. Upon receipt of the email described above, the tenant shall respond to the email to acknowledge receipt of the 2 Month Notice.
4. The effective date of the 2 Month Notice is changed, by mutual consent, to read May 31, 2022.
5. The tenant shall not dispute the 2 Month Notice that she receives under term 2. and accepts that the tenancy shall end no later than May 31, 2022 pursuant to the 2 Month Notice.
6. The landlord shall be provided an Order of Possession effective at 1:00 p.m. on May 31, 2022.

7. The tenant remains entitled to end the tenancy earlier than May 31, 2022 by giving the landlord 10 days of written notice, as provided under section 50 of the Act.
8. The tenant remains obligated to pay rent for the remainder of the tenancy but is entitled to compensation where a tenancy is ended by way of a 2 Month Notice, including the right to withhold last month's rent.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order of mine to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on May 31, 2022.

Since the parties reached an agreement during the review hearing where both parties were in attendance, I set aside the decision and Order of Possession issued on February 1, 2022. For added certainty, in setting aside the decision of February 1, 2022, the landlord does not have authorization to make a \$100.00 deduction from the tenant's security deposit for recovery of the filing fee.

### Conclusion

The parties resolved their dispute by way of a mutual agreement that I have recorded by way of this review hearing decision and the Order of Possession that I provide to the landlord with this decision.

The decision and Order of Possession dated February 1, 2022 are set aside and are of no force or effect.

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: March 15, 2022

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Residential Tenancy Branch