



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, FFT

### Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated November 19, 2021 ("2 Month Notice"), pursuant to section 49; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord and the tenant's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 14 minutes.

The landlord and the tenant's agent confirmed their names and spelling and provided their email addresses for me to send this decision to both parties after the hearing. The tenant's agent confirmed the spelling of the tenant's full name.

The landlord confirmed that she owns the rental unit and provided the rental unit address.

The tenant's agent confirmed that she had permission to represent the tenant at this hearing.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. The landlord and the tenant's agent both separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

During this hearing, the landlord confirmed that she issued the 2 Month Notice, dated November 19, 2021, to the tenant, in error. Accordingly, this notice is cancelled and of no force or effect.

The tenant's agent confirmed that the tenant received the landlord's 4 Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit, dated January 21, 2022 ("4 Month Notice"). In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 4 Month Notice.

The tenant provided a copy of the 4 Month Notice for this hearing. Both parties agreed that the effective move-out date on the 4 Month Notice is June 1, 2022. Both parties agreed that the reason indicated on the 4 Month Notice is:

- *Convert the rental unit to a non-residential use.*

### Settlement Terms

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 and orders. During the hearing, 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. Both parties agreed that this tenancy will end by 1:00 p.m. on June 1, 2022, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 4 Month Notice, dated June 1, 2022, for the reason indicated above on the notice;
  - a. During the hearing, the landlord verbally affirmed that she understood the 12-month rent monetary penalty of not fulfilling the above reason on the 4 Month Notice, as per section 51 of the *Act*;

3. The landlord agreed that the tenant is entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the 4 Month Notice, so the tenant is not required to pay any rent to the landlord for the entire month of May 2022;
4. The landlord agreed to reimburse the tenant for the \$100.00 filing fee paid for this application, by way of a rent reduction for April 2022, so the tenant is only required to pay monthly rent of \$500.00, instead of \$600.00, to the landlord, by April 1, 2022;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 14-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed that they fully understood the above settlement terms and were agreeable to them.

The tenant's agent affirmed that she had permission to make this agreement on behalf of the tenant. She affirmed that she understood and agreed that the tenant was fully bound by the terms of the above settlement agreement.

### Conclusion

I order both parties to comply with all of the above settlement terms.

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 used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 1, 2022. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 1, 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.

The landlord's 2 Month Notice, dated November 19, 2021, is cancelled and of no force or effect.

I order that the tenant is not required to pay any rent to the landlord for the entire month of May 2022.

I order the tenant to pay reduced April 2022 monthly rent of \$500.00 to the landlord, by April 1, 2022, in full satisfaction of the monetary award for the \$100.00 filing fee.

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 21, 2022

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Residential Tenancy Branch