



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, OLC, FFT**

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;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- authorization to recover the 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. The landlord was assisted by a property manager.

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 landlord confirmed receipt of the tenant's materials. I therefore find the landlord duly served in accordance with sections 88 and 89 of the *Act*. The tenant said they received notification that the landlord's evidence package sent by registered mail on March 3, 2022 is available to pickup at the post office but they have been unable to make arrangements to attend and pick up. Pursuant to sections 88 and 90 of the *Act* and Policy Guideline 12, I find the landlord's materials deemed served on March 8, 2022, five days after mailing. The failure of a party to pick up registered mail does not override the deeming provisions of the *Act*.

Analysis

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 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. The effective date of the 2 Month Notice to End Tenancy for Landlord's Use is extended to 1:00pm on April 30, 2021, by which time the tenants 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 pursuant to the 2 Month Notice.
3. The parties agree that the landlord will be allowed to redirect mail to the rental address where the tenant will hold all mail addressed to the landlord and their family members until the landlord makes arrangement to pick up.
4. 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 tenants by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on April 30, 2022. 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: March 14, 2022

Residential Tenancy Branch