



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, OLC**

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution under the *Residential Tenancy Act* ("Act"). The Tenants applied for:

- an order for cancellation of a Two Month Notice to End Tenancy for Landlord's Use of Property dated November 11, 2021 ("2 Month Notice") pursuant to section 49; and
- an order requiring the Landlord to comply with the Act, *Residential Tenancy Regulations* ("Regulations") and/or tenancy agreement pursuant to section 62.

One of the two Tenants ("KD"), KD's translator ("CR") and the Landlord attended the hearing. Due to telephone connection issues with the Landlord's mobile phone line at the commencement of the hearing, the Landlord arranged to have her son ("DT") call into the hearing and act as her agent. The parties were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

CR stated the Tenants served the Notice of Dispute Resolution Proceeding ("NDRP") on the Landlord by registered mail on November 28, 2022. DT acknowledged the Landlord received the NDRP. I find the NDRP was served on the Landlord pursuant to section 89 of the Act.

Settlement Agreement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to cancel the 2 Month Notice;
2. The Tenants agrees to withdraw their application;
3. The Tenants must vacate the rental unit not later than 1:00 pm on August 31, 2022;
4. The Tenants may end the tenancy before August 31, 2022, by serving the Landlord with a written notice pursuant to section 45(1) of the Act;
5. Subject to paragraph 6, the Tenants will pay rent to the Landlord for each month until the tenancy is ended in accordance with this settlement;
6. The Tenants are not required to pay the Landlord rent for the last month they occupy the rental unit; and
7. Notwithstanding the Tenants are not required to pay rent for the last month they occupy the rental unit, they are responsible for payment, to the Landlord, of their portion of the electrical utility until the end of the tenancy.

These particulars comprise the full and final settlement of all aspects of the Tenants' dispute against the Landlord. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Tenants' application.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in their respective applications, I make no factual findings about the merits of the Tenants' application.

I hereby order that the 2 Month Notice to End Tenancy to be cancelled and of no force or effect.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Landlord an Order of Possession effective at 1:00 pm on August 31, 2022. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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