



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL**

Introduction

This hearing dealt with the Tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for an order cancelling a Two Month Notice for Landlord's Own Use dated November 13, 2021 ("2 Month Notice") pursuant to section 47 of the Act.

The two Landlords ("GK" and "HK") and the Tenant attended the hearing. They were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The Tenant stated he served the Notice of Dispute Resolution Proceeding ("NDRP") on GK by mail sometime in late November 2021 but was unable to recall the actual date of service. GK acknowledged the Landlords received the NDRP and they wanted to proceed with the hearing. I find the Landlords were sufficiently served pursuant to section 71(2)(b) of the Act.

Preliminary Matter – Amendment to Rental Address

GK testified the street address stated in the Tenant's application is correct but it did not identify the rental unit to be the Basement Unit. The Landlord referred to the 2 Month Notice which correctly refers to the Basement Unit. The Tenant confirmed this information. The Landlord requested an amendment to the Tenant's application to clarify the rental address.

Rule 4.2 of the *Residential Tenancy Branch Rules of Procedure* states ("RoP"):

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

As GK's request could reasonably be anticipated by the Tenant, I amended the Tenant's application to add Basement Unit to the rental address in the Tenant's application.

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 Landlords agree to cancel the 2 Month Notice;
2. The Tenant agrees to withdraw her application;
3. The Tenant must vacate the rental unit not later than 1:00 pm on August 31, 2022;
4. The Tenant may end the tenancy before August 31, 2022 by serving the Landlords with a written notice pursuant to section 45(1) of the Act;
5. Subject to paragraph 6, the Tenant will pay rent to the Landlords for each month until the tenancy is ended in accordance with this settlement; and
6. The Tenant is not required to pay the Landlords rent for the last month he occupies the rental unit.

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlords. 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 Tenant's 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 Tenant's 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 Landlords an Order of Possession effective at 1:00 pm on August 31, 2022. The Landlords are provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant 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