



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HomeLife Advantage Realty
Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNL, FFT**

Introduction

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

1. Cancellation of the Landlord's Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice") pursuant to Sections 49 and 62 of the Act; and,
2. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord, NT, Translator, JL, Interpreter, CL, Property Manager, MH, and the Tenants, PQ and LQ, attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

Settlement

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.

The parties agreed to reach a mutual agreement on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The tenancy will end by way of mutual agreement at 1:00 p.m. on June 30, 2022;
2. The Landlord will be granted an Order of Possession for the above tenancy end date;
3. The Parties agree that May 2022 will be the Tenants' amount equivalent of one month's rent payable under the tenancy agreement;
4. The Tenants agree to drop off a post-dated cheque for June 2022 rent in the Property Manager's dropbox by, the latest, May 2, 2022;
5. The Parties agree that the Tenants may provide the Property Manager written notice of at least three days that they will be leaving the rental unit before the mutual agreed upon end date;
6. The Parties are ordered to comply with all these settlement terms; and,
7. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement or the Act. 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

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement, I grant the

Landlord an Order of Possession effective at 1:00 p.m. on June 30, 2022. The Order may be filed in and enforced as an Order of the British Columbia Supreme 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 Act.

Dated: April 25, 2022

Residential Tenancy Branch