



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lemon Tree Nails and Spa Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a residential tenancy dispute. On December 13, 2021 the Tenant applied for an order to cancel a Two Month Notice for Landlord's Use, dated November 29, 2021 (the Two Month Notice).

Preliminary Matter

I have added the Landlord's business name to the cover page of this decision, as the Landlord has indicated it is the legal name. This name is found on the signed tenancy agreement, so the Tenant would have had full knowledge of the business name and will not be prejudiced. This amendment, in accordance with section 64(3)(c) of the Act, is to allow the decision and order of possession to reflect the legal name of the Landlord.

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.

I advised the parties on several occasions during the hearing that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I would hear the parties' testimony and make a decision based on the verbal and documentary evidence before me. The parties were able to turn their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following binding settlement term:

- 1) The Tenant will deliver full and peaceable vacant possession of the rental unit to the Landlord by 1:00 p.m. on May 31, 2022.

Both parties testified at the hearing that they understood and agreed to the above term, free of any duress or coercion. Both parties testified that they understood and agreed that the above term will settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the Tenant's application before me.

In support of the settlement, I grant the Landlord an order of possession effective May 31, 2022 at 1:00 p.m.

Conclusion

The parties reached a settlement; the tenancy will end on May 31, 2022, at 1:00 p.m.

I order the parties to comply with the settlement agreement set out above.

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: April 4, 2022

Residential Tenancy Branch