



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 section 49 of 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").

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 counsel.

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.

The tenants confirmed receipt of the 2 Month Notice dated December 17, 2021 on that date and filed an application for dispute resolution on January 3, 2022. The landlord confirmed receipt of the tenant's materials. Based on the testimonies I find the landlord duly served with the tenant's materials in accordance with sections 88 and 89 of the Act.

The landlord testified they served their evidence by registered mail sent on March 18, 2022. The landlord provided a valid Canada Post tracking receipt as evidence of service. The tenants testified they have not accepted the registered mail. Based on the evidence I find the tenants deemed served with the landlord's materials on March 23, 2022, in accordance with sections 88 and 90 of the Act. Pursuant to Policy Guideline 12 the refusal of a party to accept or pickup materials sent by 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. This effective date of the 2 Month Notice of December 17, 2021 is extended and this tenancy will end on 1:00 pm June 30, 2022, 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. Both parties agree that this settlement agreement constitutes a full, final and binding resolution of both applications 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 June 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: April 4, 2022

Residential Tenancy Branch