



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, FFT**

Introduction

This hearing was convened by way of conference call in response to the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") in which the Tenant seeks:

- an order to cancel a Two Month Notice to End Tenancy for Landlord's Use ("2 Month Notice") dated January 31, 2022 pursuant to section 49; and
- authorization to recover the filing fee of the Application from the Landlord pursuant to section 72.

The Tenant and Landlord 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 the Landlord by registered mail on February 25, 2022. The Landlord acknowledged receipt of the NDRP. I find the NDRP was served in accordance with the provisions of section 89 of the Act.

Preliminary Matter – Amendment to Rental Address

At the outset of the hearing, I noted the unit number of the rental address stated on the Application was duplicated. The Tenant requested I amend the Application to remove the duplication of the unit number.

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 the Tenant’s request could reasonably be anticipated by the Landlord, I amended the Application to remove the duplication of the rental unit in the rental address.

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 Tenant agrees to withdraw the Application;
3. The Tenant must vacate the rental unit not later than 1:00 pm on July 31, 2022;
4. The Landlord and Tenant acknowledge the Tenant has already received one month rent-free for March 2022; and
5. Except for the month of March 2022, the Tenant agrees to pay rent for any months he has occupied the rental unit, including June and July 2022.

These particulars comprise the full and final settlement of all aspects of the Tenant’s 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 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 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 July 31, 2022. The Landlord is 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: May 30, 2022

Residential Tenancy Branch