



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, FFT

Introduction

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

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated February 28, 2022, with an effective date of May 1, 2022 ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord, the landlord's agent, and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 27 minutes.

The landlord, the landlord's agent and the tenant confirmed their names and spelling. The landlord's agent and the tenant and provided their email addresses for me to send this decision to both parties after the hearing.

The landlord confirmed that he owns the rental unit and provided the rental unit address. He stated that his agent, who is his wife, had permission to represent him at this hearing and assist him with English language translation.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* does not permit recording of this hearing by any party. At the outset of this hearing, the landlord, the landlord’s agent, and the tenant all separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests. Both parties confirmed that they wanted to proceed with this hearing, and they wanted to settle this application.

I was required to warn the tenant multiple times during this hearing not to interrupt me or speak at the same time as me, as the tenant was unable to hear my responses to his questions.

The landlord’s agent confirmed receipt of the tenant’s application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant’s application.

The landlord’s agent confirmed that the landlord did not submit any evidence for this hearing.

At the outset of this hearing, the tenant affirmed that he did not apply for a monetary order, indicate a monetary order amount, or indicate any details for a monetary claim in his application. I confirmed the above information with the tenant after reviewing his paper application during this hearing. I informed the tenant that I could not issue a decision regarding a monetary claim because he did not apply for it, indicate a monetary amount, or any details in his application, as noted above. The tenant confirmed his understanding of same.

Settlement Terms

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 and orders. 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. Both parties agreed that this tenancy will end by 1:00 p.m. on July 31, 2022, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlord's 2 Month Notice, dated February 28, 2022, was cancelled and of no force or effect;
3. The landlord agreed to reimburse the tenant for the \$100.00 filing fee paid for this application, by way of a rent reduction for July 2022, so the tenant is only required to pay monthly rent of \$600.00, instead of \$700.00, to the landlord, by July 1, 2022;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 27-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed that they fully understood the above settlement terms and were agreeable to them.

Conclusion

I order both parties to comply with all of the above settlement terms.

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 used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 31, 2022. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 31, 2022. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 2 Month Notice, dated February 28, 2022, is cancelled and of no force or effect.

I order the tenant to pay reduced July 2022 monthly rent of \$600.00 to the landlord, by July 1, 2022, in full satisfaction of the monetary award for the \$100.00 filing fee.

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: June 24, 2022

Residential Tenancy Branch