



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FFT

### Introduction

The Tenant applies for the following relief under the *Residential Tenancy Act* (the “Act”):

- An order pursuant to s. 49 to cancel a Two-Month Notice to End Tenancy signed on February 23, 2022;
- Return of her filing fee pursuant to s. 72.

L.P. appeared as the Tenant. M.W. appeared as the Landlord. M.V. and D.V. appeared as the named respondents and are L.P.’s former Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The Tenant advised that her Notice of Dispute Resolution and evidence were served on the Respondents via registered mail and regular mail. The Respondents acknowledge receipt of the Tenant’s evidence and raised no objections with respect to the timing or method of service. I find that pursuant to s. 71(2) of the *Act* the Notice of Dispute Resolution and the Tenant’s evidence were sufficiently served on the Respondents.

The Respondents provided evidence to the Residential Tenancy Branch in response to the Tenant’s application. At the hearing, the Respondents acknowledge that they did not serve their evidence on the Tenant. As the evidence was not served, it is excluded.

### Preliminary Issue – Amending the Tenant’s Application

The Respondents in this matter issued two Two-Month Notices to End Tenancy: the first signed on February 23, 2022 and the second signed on March 18, 2022. The Respondents acknowledge that the first Two-Month Notice of February 23, 2022 was

issued in error. The Tenant in her application filed on February 28, 2022, sought to dispute the first notice. No amendment was filed disputing the second notice.

The Tenant indicates that she contacted the Residential Tenancy Branch and was advised that the amendment was not necessary. With respect to whatever information the Tenant may have obtained from the information services at the Residential Tenancy Branch, Rule 2.2 of the Rules of Procedure is clear that a claim is limited to what is stated in the application. The application, in its current form, is limited to the dispute of the first Two-Month Notice to End Tenancy of February 23, 2022.

I raised this issue with the parties and indicated that the Tenant's application could be amended to include the dispute of the second Two-Month Notice signed on March 18, 2022. The parties consented to this course and raised no objections to proceeding on this basis.

Accordingly, I amend the Tenant's application pursuant to Rule 4.2 of the Rules of Procedure such that she file to dispute the Two-Month Notice of March 18, 2022.

### Parties' Settlement

Pursuant to section 63 of the *Act*, I 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.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The tenancy will end by way of mutual agreement on August 31, 2022.

I confirmed each detail of the settlement with the Landlord and the Tenant. The Tenant advised that she would undertake her best efforts to find alternate accommodation with the aim to vacate the rental unit sooner than August 31, 2022. Given that the Two-Month Notices were issued, I note that s. 50(1) of the *Act* may apply.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. The Tenant shall the cost of her application and her claim for return of the filing fee under s. 72 of the *Act* is dismissed without leave to reapply.

Pursuant to the parties' settlement, I grant the Landlord an order for possession. The Tenant shall provide vacant possession of the rental unit by no later than **1:00 PM on August 31, 2022**.

It is the Landlord's obligation to serve the order for possession on the Tenant. In this case, that is M.W.. If the Tenant does not comply with the order for possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court.

I make no findings of fact or law with respect to the substantive aspects of this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*. To be clear, as the Tenant has accepted an end to the tenancy, I make no findings with respect to her claims under s. 49 of the *Act*. The agreement to voluntarily end the tenancy shall not be construed as a limit on whatever compensation for which she may be entitled under s. 51 of the *Act*, specifically ss. 51(1) or 51(2).

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 09, 2022

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Residential Tenancy Branch