



# 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 an Application for Dispute Resolution filed by the Tenants on February 24, 2022 (the “Application”). The Tenants applied as follows:

- To dispute a Two Month Notice to End Tenancy for Landlord’s Use of Property dated February 14, 2022 (the “Two Month Notice”)
- To recover the filing fee

The Tenants appeared at the hearing. The Landlords appeared at the hearing with their daughter and Legal Counsel. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties, other than Legal Counsel, provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I confirmed service of the hearing package and evidence. The only issue that arose was in relation to the Tenants receiving the Landlords’ evidence one day late. The Tenants acknowledged there was no prejudice to them in admitting the Landlords evidence and therefore I did.

A written tenancy agreement was submitted. The parties agreed the written tenancy agreement is accurate, other than in relation to who are currently tenants of the rental unit. The parties agreed there is currently a tenancy between them.

During the hearing, I explained the settlement option to the parties pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear and decide the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear and decide the matter. If they did come to an agreement, I would write out the agreement in my written decision which would become a final and legally binding agreement and the parties could not change their mind about it later.

The parties discussed settlement and came to an agreement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they are agreeing to the settlement voluntarily.

#### Settlement Agreement

The Landlords and Tenants agree as follows:

1. The Two Month Notice is valid, and the tenancy is ending pursuant to the Two Month Notice. Given this, section 51 of the Act in relation to compensation continues to apply.
2. The tenancy will end, and the Tenants will vacate the rental unit, no later than 1:00 p.m. on June 30, 2022.
3. The Tenants withdraw the request to recover the filing fee.
4. All rights and obligations of the parties pursuant to the tenancy agreement continue until the tenancy ends.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlords are issued an Order of Possession for the rental unit which is effective at 1:00 p.m. on June 30, 2022. If the Tenants fail to vacate the rental unit in accordance with the settlement agreement set out above, the Landlords must serve the Tenants with this Order. If the Tenants fail to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court 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 *Act*.

Dated: June 06, 2022

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Residential Tenancy Branch