



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, OLC

### Introduction and Preliminary Matters

On February 22, 2022, the Tenants made an Application for Dispute Resolution seeking to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to Section 49 of the *Residential Tenancy Act* (the "Act") and seeking an Order to comply pursuant to Section 62 of the *Act*.

Tenant C.K. attended the hearing. The Landlord attended the hearing as well, with J.C. attending as an agent for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties in attendance, with the exception on J.C., provided a solemn affirmation.

Prior to making submissions, the parties advised that they have settled the matter.

### Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an Arbitrator to assist the parties to settle the dispute.

The parties outlined their previous agreement on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The Two Month Notice to End Tenancy for Landlord's Use of Property of February 5, 2022, is cancelled and of no force or effect.
2. The parties had already signed a Mutual Agreement to End Tenancy, effective for June 16, 2022.
3. The Tenant withdraws this Application; however, this is a moot point as the parties have settled the matter on their own accord.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these matters.

### Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, based on the above, I hereby Order that the Two Month Notice to End Tenancy for Landlord Use of Property of February 5, 2022, to be cancelled and of no force or effect.

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 2, 2022

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Residential Tenancy Branch