



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **CNL, FFT**

### **Introduction**

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the "Act") for:

- An order to cancel a 2 Month Notice to End Tenancy for Landlord's Use pursuant to sections 49 and 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenants were represented at the hearing by co-tenant BA. The landlords were represented at the hearing by co-landlords, MM and OM.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

### **Settlement Reached**

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 or an order. At the commencement of the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The tenants accept the landlord's 2 Month Notice to End Tenancy for Landlord's Use. The parties agree that the tenancy will end at 1:00 p.m. on June 15, 2022 by which time the tenants and any other occupants will have vacated the rental unit.

2. The tenants acknowledge that the landlord has compensated them with the equivalent of one month's rent (being rent for the month of May) and that the landlord may retain the tenant's security deposit in the amount of \$687.50 for rent from June 1 to June 15, 2022.
3. The rights and obligations of the parties continue until the tenancy ends.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the Act, the filing fee will not be recovered.

#### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on June 30, 2022 should the landlord be required to do so.

This settlement agreement was recorded 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 03, 2022

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Residential Tenancy Branch