



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, FF

Introduction. Preliminary and Procedural Matters-

This teleconference hearing convened to deal with the tenants' application and amended application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for an order cancelling the Two Month Notice to End Tenancy for Landlord's Use of Property (2 Month Notice) issued by the landlord, an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, and recovery of the cost of the filing fee.

The hearing was attended by two of the listed tenants, HS and AT, the tenant's agent, the tenants' former landlord, one of the tenants' current landlords, and the present landlord's real estate agent.

All parties were affirmed, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The evidence shows that since the Notice was issued to the tenants, HS and AT, the ownership of the residential property has changed. The current landlord, NZ, was present for the hearing, and stated her family took legal possession of the property on May 5, 2022 due to their purchase of the residential property.

The rental unit is in the lower, or basement, level and NZ confirmed she and her family are currently residing in the upper portion, as the lower level is still currently occupied by the tenants. As a result, I find it necessary and appropriate to include the names of the current landlords in this dispute on the style of cause page, to reflect their status as landlords. The 2 Month Notice was issued due to the current landlords purchasing the property from the original landlords and requesting that the tenants be issued a 2 Month

Notice as a condition of sale. I have excluded the name of the original landlord on the resulting order of possession of the rental unit.

Evidence was submitted to establish that one of the listed tenants, SF, never lived in the rental unit and was not named on, or served, the 2 Month Notice. I therefore find it appropriate to exclude the name of this tenant from further consideration in this matter.

The hearing continued, and all parties were provided the opportunity to ask questions about the hearing process, present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

After taking testimony during the hearing from all parties, the parties agreed to a mediated discussion, at which time a settlement was reached.

Settlement and Conclusion

The parties were informed that this agreement was made on a voluntary basis and the parties confirmed that the agreement was in full and final settlement of this application. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the tenants' application or the landlord's 2 Month Notice.

The terms of the settlement are as follows.

1. The tenancy shall end by or before 1:00 p.m. on July 31, 2022.
2. The tenants agree to vacate the rental unit by or before 1:00 p.m. on July 31, 2022.
3. The landlord is granted an Order of Possession (Order) effective at 1:00 p.m. on July 31, 2022, which becomes enforceable should the tenants fail to vacate the rental unit by the agreed upon date and time.

I order the parties to comply with the terms of this settlement.

As I have not considered the merits of the tenants' application and as the matters were settled, I decline to award recovery of the filing fee.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the further requirements of the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the recorded settlement of the parties 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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: June 14, 2022

Residential Tenancy Branch