



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an early end to tenancy and an order of possession, pursuant to section 56; and
- authorization to recover the filing fee for this application. pursuant to section 72.

The landlord, the landlord's witness, and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 40 minutes.

This hearing began at 9:30 a.m. with me and the landlord present. The tenant called in late at 9:35 a.m. The landlord's witness, who was excluded from the outset of this hearing, testified at 9:47 a.m. and then left the hearing after his testimony. The hearing ended at 10:10 a.m.

The landlord, the landlord's witness, and the tenant confirmed their names and spelling. The landlord and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

The landlord confirmed that he owns the rental unit and provided his rental unit address.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by any party. During this hearing, the landlord, the landlord's witness, and the tenant all separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision. Neither party made any adjournment or accommodation requests.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the tenant was duly served with the landlord's application.

The tenant stated that she did not receive all of the landlord's evidence. The landlord stated that he served all of his evidence, except his videos, to the tenant on May 27, 2022, with the rest of his application and notice of hearing. The landlord's witness confirmed the above information stated by the landlord. As both parties voluntarily settled this application and I was not required to consider the landlord's evidence at the hearing or in my decision, I do not find it necessary to make findings regarding service of the landlord's evidence to the tenant.

The tenant confirmed receipt of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated May 14, 2022 ("2 Month Notice"). A copy of the notice was provided by the tenant for this hearing. Both parties agreed that the effective move-out date on the notice is July 31, 2022. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord's 2 Month Notice. Both parties agreed that the landlords identified the following reason for seeking an end to this tenancy on page 2 of the notice:

- *The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).*
- *Please indicate which family member will occupy the unit.*
 - *The landlord or the landlord's spouse.*

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on July 31, 2022, by which time the tenant and any other occupants will have vacated the rental unit;
- Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice;
 - During the hearing, the landlord verbally affirmed that he understood the 12-month rent monetary penalty of not fulfilling the above reason on the 2 Month Notice, as per section 51 of the *Act*;
2. Both parties agreed that the tenant is entitled to one-month free rent compensation pursuant to the 2 Month Notice and section 51 of the *Act*, according to the following term:
 - a. Both parties agreed that the tenant is not required to pay any rent to the landlord for the period from July 1 to 31, 2022;
3. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed, under oath, that they agreed and understood that they could not change the settlement terms after the hearing was over and they knew it was a full and final settlement of this application.

Conclusion

I order both parties to comply with all of the above settlement terms.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by

1:00 p.m. on July 31, 2022. The tenant must be served with this Order. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order that the tenant is not required to pay rent to the landlord for the period from July 1 to 31, 2022.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

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 20, 2022

Residential Tenancy Branch