



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL RP

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenant applied to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice") and for regular repairs to the unit, site or property.

The tenant, an advocate for the tenant, NA (advocate), the landlord, and counsel for the landlord, VR ("counsel") attended the teleconference hearing. All parties, except counsel were affirmed. Counsel was not affirmed as counsel confirmed that they have been called to the BC Bar and as such, have already sworn an oath. The parties and counsel were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

Neither of the parties raised any services issues.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Preliminary and Procedural Matters

Firstly, at the outset of the hearing, and by consent of the parties, respondent JS was removed from the application as JS is not a landlord. Secondly, the parties and counsel confirmed their respective email addresses at the outset of the hearing. In addition, the parties confirmed their understanding that the Decision would be emailed to both parties.

Settlement Agreement

During the hearing, the parties agreed to settle these matters on the following conditions:

1. The parties agree that the tenancy will end on **October 15, 2022 at 1:00 p.m.**
2. The parties agree that the landlord will be granted an order of possession effective **October 15, 2022 at 1:00 p.m.**
3. The parties agree that rent for September 2022 was returned in full to the tenant as compensation for a 2 Month Notice being served under the Act.
4. The tenant withdraws their application in full as part of this mutually settled agreement.
5. The parties agree that for the purpose of reducing anxiety to the tenant, that the landlord's counsel will serve the tenant's advocate with the order of possession via email. The email addresses of the tenant's advocate and the landlord's counsel have been included on the cover page of this Decision for ease of reference.

As the tenancy is ending, I do not grant the tenant liberty to reapply for their request for repairs to the unit, site or property as I find that such a request is now moot.

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 the parties understood the binding nature of this full and final settlement of these matters.

As the filing fee was waived, it is not granted.

Conclusion

Pursuant to section 62(3) of the Act, I ORDER the parties to comply with the terms of their mutually settled agreement described above.

The landlord has been granted an order of possession effective October 15, 2022 at 1:00 p.m. The parties agree that the order of possession will be served on the tenant via an email to the tenant's advocate as indicated above.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the Act.

This Decision will be emailed to both parties. The order of possession will be emailed to the landlord's counsel for service on the tenant's advocate.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: October 7, 2022

---

Residential Tenancy Branch