



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, MNDCT, OLC, FFT**

Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

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;
- A monetary order for damages or compensation pursuant section 67;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

Both tenants attended the hearing and the landlords were represented by their agent/daughter, RM (the "landlord"). As all parties were present, service of documents was confirmed. The landlord acknowledged receipt of the Notice of Dispute Resolution Proceedings package and the tenants acknowledged service of the landlord's evidence. Neither party had concerns with timely service of documents.

The landlord stated that she does not seek an adjournment of the hearing although the documents she provided indicated she wanted one.

Preliminary Issue – Unrelated Issues

Rules 2.3 and 6.2 of the Residential Tenancy Branch Rules of Procedure ("Rules") allow an arbitrator to consider whether issues are related and if they would be heard at the same time. I determined the issue of whether to cancel the landlord's notice to end tenancy was unrelated to the tenants' other issues and dismissed the other issues with leave to reapply at the commencement of 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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During 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 acknowledge the validity of the landlord's 2 Month Notice to End Tenancy for Landlord's Use and agree to vacate the rental unit in accordance with the landlord's notice at 1:00 p.m. on August 31, 2023.
2. The tenants and any other occupants of the rental unit will have vacated the rental unit by that time.
3. The rights and obligations of the parties under the tenancy agreement continue until the tenancy ends.
4. The landlord agrees that the tenants do not have to pay rent for the month of August 2023 in satisfaction of section 51(1) of the Act.

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. As the parties resolved their dispute by agreement, 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 August 31, 2023, should the landlord be required to do so.

The remainder of the tenants' application is dismissed with leave to reapply.

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: November 25, 2022