



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, RP, LRE, LAT, OLC, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for:

- an Order cancelling a Two Month Notice to End the Tenancy for Landlord's Use, dated August 1, 2022 ("Two Month Notice");
- an Order for repairs to the unit or property, having contacted the landlord in writing to make repairs, but they have not been completed;
- to suspend or restrict the Landlord's right to enter;
- for authorization for the Tenant to change the lock;
- an Order for the Landlord to Comply with the Act or tenancy agreement; and
- recovery of his \$100.00 Application filing fee.

The Tenant and his advocate, A.J. ("Advocate"), and the Landlords appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. Four witnesses for the Landlords were affirmed and available to be called to testify; however, it was not necessary to call upon these Witness during the hearing.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Tenant provided the Parties' email addresses in the Application, and they confirmed these addresses in the hearing. They also confirmed their understanding that

the Decision would be emailed to both Parties.

Early in the hearing, I advised the Parties that Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance, the Tenant indicated different matters of dispute on the application, the most urgent of which was the application to set aside the Two Month Notice. I advised that I found that not all the claims on the Application were sufficiently related to be determined during this one-hour proceeding. I told the Parties I would, therefore, only consider the Tenant's request to set aside the Two Month Notice and the recovery of the filing fee at today's hearing, the Tenant's other claims are dismissed, with leave to re-apply, depending on the outcome of this hearing. As such, the Tenant's other claims are dismissed.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Settlement Agreement

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

1. The Parties agree to mutually withdraw the Two Month Notice dated August 1, 2022.
2. The Tenant withdraws his Application in full as part of this mutually agreed Settlement.
3. The Parties agree that the tenancy will end on December 31, 2022, at 1:00 p.m.
4. The Parties agree that if the Tenant finds somewhere else to live before December 31, 2022, that he will advise the Landlords of this, and he is then free to vacate the rental unit.
5. The Parties agree that the Landlords have been granted a **conditional Order of Possession** of the rental unit, based on this Settlement Agreement, and dated by December 31, 2022, at 1 p.m.
6. The Parties agree that they entered into this Agreement completely voluntarily.
7. The Parties agree that this tenancy will end on the terms set out in this

Settlement Agreement on the condition that the Tenant follows the vacating schedule as stipulated above. The Landlords are granted an **Order of Possession effective two days after service** of this Order on the Tenant, which is to be enforced only if the Tenant does not follow the vacating schedule stipulated above. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. This Order will become void and unenforceable, if the Tenant vacates the rental unit on or before December 31, 2022, at 1:00 p.m.

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.

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.

I **dismiss the Tenant's Application wholly** without leave to reapply, pursuant to section 62 of the Act.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby Order that the Two Month Notice to End Tenancy for Landlord's Use dated August 1, 2022, is cancelled and is of no force or effect.

In addition, in support of the Settlement described above, and with the agreement of both Parties, I grant the Landlord a **conditional Order of Possession**, to serve and enforce upon the Tenant, if necessary, **effective two days after service of the Order** on the Tenant. This Order must be served on the Tenant, if the Tenant fails to follow to the terms of the Settlement Agreement. This order of possession will become void and unenforceable if the Tenant vacates the rental unit in compliance with this Settlement Agreement.

I Order the Parties to comply with their Settlement Agreement described above.

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: November 07, 2022

Residential Tenancy Branch