



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNQ

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit, pursuant to section 49.1.

The tenant's agent and landlord's agents, A.M. and M.L., attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Per section 95(3) of the *Act*, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

Both parties confirmed their email addresses for service of this Settlement Decision.

Settlement

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. During the hearing the parties discussed the issues between them, engaged in a conversation, 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:

1. The landlord agrees to offer the tenant a one-bedroom unit in Victoria, British Columbia (the "Victoria Unit") as soon as it is available. The address of the Victoria Unit is located on the cover page of this Settlement Decision.
2. The tenant agrees to vacate the subject rental property by March 31, 2023; however, if the Victoria Unit is available sooner and it is accepted by the tenant, the tenant agrees to vacate the subject rental property as soon as the Victoria Unit is available.
3. The landlord agrees to cancel the Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

Conclusion

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 effective at **1:00 p.m. on March 31, 2023**, to be used by the landlord **only** if the tenant does not vacate the subject rental property by 1:00 p.m. on March 31, 2023. As discussed by the parties in this hearing, this tenancy will end by March 31, 2023 whether or not the tenant accepts the Victoria Unit. The Order of Possession should be served on the tenant.

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.

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: December 12, 2022

Residential Tenancy Branch