



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OPL, FFT, FFL

Introduction

This hearing was scheduled to deal with cross applications. The tenant applied to cancel a *Two Month Notice to End Tenancy for Landlord's Use of Property* ("Two Month Notice") issued on July 23, 2022 and orders for compliance. The landlords applied for an Order of Possession based on a Two Month Notice dated October 5, 2022.

Both parties appeared or were represented at the hearing and were affirmed.

I confirmed the tenant served the landlord with his proceeding package via registered mail; however, the additional documents submitted to the Residential Tenancy Branch by the tenant were not served upon the landlord. As such, I did not admit the additional documents into evidence. However, I informed the parties that the tenant may present his evidence orally during the hearing.

I confirmed the landlord served their proceeding package and evidence to the tenant via registered mail and I admitted the landlord's documents into evidence.

I amended the tenant's application to correctly spell the landlord's first name. I amended the landlord's application to reflect the landlord's correct service address.

I noted that the parties had identified two different Two Month Notices in filing their respective applications. The parties were in agreement that the landlords had served the tenant with two different Two Month Notices. The tenant acknowledged that he did not submit or serve the landlord with an Amendment to indicate he was disputing the Two Month Notice dated October 5, 2022; however, when I turned to the landlord the landlord stated he came to the hearing with a view the tenant was disputing the October 5, 2022 Two Month Notice. In that case, I amended the tenant's Application for Dispute Resolution during the hearing as I was satisfied to do so would not be prejudicial to the

landlord, pursuant to the discretion afforded me under Rule 4.2 of the Rules of Procedure.

After the parties had an opportunity to be heard, the parties turned their minds to resolving these applications by way of a mutual agreement. I was able to facilitate a mutual agreement between the parties and have recorded the parties' agreement by way of this decision and the order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

During the hearing, the parties mutually agreed to the following terms in resolution of these applications:

1. The Two Month Notice issued on July 23, 2022 is not valid or of any effect and the tenant is authorized to deduct \$100.00 from February 2023 rent to recover the filing fee paid for his application.
2. The tenancy shall end pursuant to the Two Month Notice issued on October 5, 2022; however, the effective date is extended to read April 30, 2023.
3. The tenant shall vacate the rental unit no later than April 30, 2023 and the landlords are provided an Order of Possession reflecting this date.
4. The tenant remains entitled to end the tenancy earlier than April 30, 2023 by giving the landlord at least 10 days of advance written notice pursuant to section 50 of the Act.
5. The tenant remains entitled to receive compensation payable where a tenancy ends pursuant to a Two Month Notice, as provided under section 51 of the Act.
6. The tenant is obligated to pay rent for the duration of the tenancy, with the exception of the tenant's right to withhold last months rent, as provided under section 51 of the Act and as authorized under term 1 above.
7. The landlord shall provide a positive written reference for the tenant to use to apply for new rental accommodation. In addition, if a prospective landlord seeks an oral reference from the landlord, the landlord shall provide a positive oral reference to a perspective landlord.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order of mine to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlords with an Order of Possession effective on April 30, 2023.

Conclusion

The parties reached a mutual agreement in resolution of these applications. I have recorded the parties' mutual agreement in this decision and I made the terms binding. In recognition of the mutual agreement, I provide the landlords with an Order of Possession effective on April 30, 2023.

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: January 10, 2023

Residential Tenancy Branch