



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FFT

### Introduction

On October 11, 2022, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a Two-Month Notice to End Tenancy for the Landlord’s Use of the Property and to request the recovery of the filing fee for this application. The matter was set for a conference call.

Both the Tenants and their Advocate (the “Tenants”) as well as the Landlord attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenants were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Should the Two-Month Notice dated September 27, 2022, be cancelled?
- If not, is the Landlord entitled to an order of possession?
- Are the Tenants entitled to recover the cost of the filing fee?

### Background and Evidence

During the hearing, both parties expressed a desire to enter into a mutual agreement to end the tenancy. Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenants and Landlord agreed to an end of Tenancy date of September 30, 2023, at 1:00 p.m.
2. The Tenant may issue the Landlord a One-Month written notice to end the tenancy before September 30, 2022.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

### Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenants, I grant an **Order of Possession** to the Landlord with an effective date of **September 30, 2023**. 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.

The Tenants are cautioned that costs of such enforcement are recoverable from the Tenant.

Finally, section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As these proceedings resulted in a settlement agreement between these parties, I decline to award the recovery of their filing fee.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant an **Order of Possession** to the Landlord to be served on the Tenants, effective no later than 1:00 p.m. on September 30, 2023. Should the Tenants 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: January 30, 2023

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Residential Tenancy Branch