



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT
 CNC, FFT

Introduction

This hearing dealt with the tenants' applications pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47;
- cancellation of the Two Month Notice to End Tenancy for Landlord's Use of Property, pursuant to section 49; and
- authorization to recover the filing fees for these applications from the landlord, pursuant to section 72.

The tenants, the landlord and the landlord's husband attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenants called witness T.G.

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.

Preliminary Issue- Amendment

The tenants spelt the landlord's name differently on each of their applications for dispute resolution. In the hearing the landlord testified to the correct spelling of her name. I amend both of the tenants' applications for dispute resolution to correctly state the landlord's name. Neither party objected to the amendment in the above hearing.

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 cancel the One Month Notice to End Tenancy for Cause dated October 31, 2022.
2. The landlord agrees to cancel the Two Month Notice to End Tenancy for Landlord's Use of Property dated September 30, 2022.
3. The tenants agree to vacate the subject rental property by 1:00 p.m. on September 30, 2023.
4. Both parties agree that the tenants may move out before September 30, 2023.
5. The tenants agree to provide the landlord with at least 30 days notice to end the tenancy, if they end the tenancy prior to September 30, 2023.

These particulars comprise the full and final settlement of all aspects of these disputes 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 these disputes.

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 September 30, 2023**, to be used by the landlord **only** if the tenants do not abide by term 3 of the settlement agreement. The Order of Possession should be served on the tenants.

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: February 13, 2023

Residential Tenancy Branch