



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OPL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlord for an order of possession based on an undisputed 2 Month Notice to End Tenancy for Landlord's Use of Property (2 Month Notice).

The landlord, tenant GL (tenant) and counsel for the landlord, AB (counsel) attended the teleconference hearing. All parties, except counsel were affirmed. Counsel was not affirmed as counsel confirmed that they have been called to the BC Bar and as such, have already sworn an oath. The parties and counsel were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

The tenants did not serve documentary evidence on the landlord. The tenant confirmed that the landlord served the tenant with their documentary evidence and that they had the opportunity to review that evidence prior to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing. In addition, the parties confirmed their understanding that the decision would be emailed to both parties. The order of possession will be emailed to the landlord only for service on the tenants.

Issue to be Decided

- Is the landlord entitled to an order of possession under the Act?

Settlement Agreement

During the hearing, the parties agreed to settle this matter on the following conditions:

1. The parties agree that the landlord will be granted an order of possession effective **March 1, 2023 at 1:00PM.**
2. The parties agree that the tenancy will end on March 1, 2023 at 1:00PM based on the 2 Month Notice.
3. The parties agree that this mutually settled agreement was agreed upon without coercion.

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.

As the landlord did not request the filing fee in their application, it is not granted.

Conclusion

I order the parties to comply with the terms of their settled agreement, pursuant to sections 62(3) and 63 of the Act.

The landlord has been granted an order of possession effective March 1, 2023 at 1:00PM. Should the landlord require enforcement of this order, it must be first served on the tenants by the landlord and may be filed in the Supreme Court and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the Act.

This decision will be emailed to both parties. The order of possession will be emailed to the landlord for service on the tenants.

The filing fee is not granted.

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: February 17, 2023

Residential Tenancy Branch