



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding 1078180 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL

### Introduction

This hearing dealt with the tenant's application, filed on November 9, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated October 28, 2022, and effective January 1, 2023 ("2 Month Notice"), pursuant to section 49.

The landlord's agent and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 28 minutes from 11:00 a.m. to 11:28 a.m.

Both parties confirmed their names and spelling. Both parties provided their email addresses for me to send this decision to them after this hearing.

The landlord's agent confirmed that he is the sole owner of the landlord company ("landlord") named in this application. He said that the landlord owns rental unit. He provided the rental unit address. He stated that he had permission to represent the landlord at this hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, both parties separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them, or act as their agent or advocate. They had an opportunity to ask questions,

which I answered. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

#### Preliminary Issues – Service of Documents and Amendments

The landlord's agent confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant's application.

The tenant confirmed that she did not receive the landlord's evidence. The landlord's agent confirmed that he did not serve the landlord's evidence to the tenant, he only uploaded it to the online RTB dispute access site. He said that the tenant already provided the same documents with her evidence package. The tenant confirmed that she did not, except for the parties' written tenancy agreement.

I informed both parties that I could not consider the landlord's evidence because it was not served to the tenant, as per Rule 3.15 of the *RTB Rules*. In any event, I was not required to consider the landlord's evidence at the hearing or in this decision, because both parties voluntarily settled this application.

The tenant confirmed receipt of the landlord's 2 Month Notice. A copy of the notice was provided for this hearing. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord's 2 Month Notice.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to remove the names of the tenant's five children, to add the landlord as a landlord-respondent party, and to remove the first name of another landlord agent. The tenant filed an amendment form to remove the names of her children. Both parties consented to the above amendments during this hearing. I find no prejudice to either party in making the above amendments.

#### Settlement Terms

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 and orders.

During the hearing, the parties discussed the issues between them, 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 at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on May 26, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 28-minute hearing. Both parties had ample time to think about, ask questions, negotiate, discuss, and decide about the above settlement terms.

I provided the landlord with additional time during this hearing, to look up information, as per his request.

### Conclusion

I order both parties to comply with all of the above settlement terms.

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 to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on May 26, 2023. The tenant must be served with this Order. 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: March 21, 2023

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Residential Tenancy Branch