



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes tenant: **CNL-MT**
Landlord: **OPL, FFL**

Introduction

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the Residential Tenancy Act.

The tenant applied for:

- An order to cancel a 2 Month Notice to End Tenancy for Landlord's Use pursuant to sections 49 and 55;
- Leave to have the application heard after the time to dispute the notice to end tenancy has passed pursuant to section 66.

The landlord applied for:

- An order of possession pursuant to 2 Month Notice to End Tenancy for Landlord's Use, pursuant to sections 49 and 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

Both parties attended the hearing and were accompanied by advocates. Each party acknowledged service of the other's Notice of Dispute Resolution Proceedings package and neither party took issue with timely service of documents.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

Settlement Reached

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The tenant acknowledges the validity of the landlord's 2 Month Notice to End Tenancy for Landlord's Use and agrees to vacate the rental unit in accordance with it on April 1, 2023 at 1:00 p.m.
2. The rights and obligations of the parties continue until the tenancy ends.
3. The landlord is cautioned that she is required to compensate the tenant with the equivalent of one month's rent pursuant to section 51(1) of the Act. If she does not do so, the tenant is at liberty to file an application for dispute resolution seeking this compensation.
4. Should the landlord not accomplish the reasons stated for ending the tenancy as shown on the notice to end tenancy, the tenant is at liberty to seek compensation under section 51(2) of the Act.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

As the matters were settled by agreement, the landlord's filing fee will not be recovered.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is required to serve this Order of Possession upon the tenant and may enforce it as early as 1:00 p.m. on April 1, 2023, should the landlord be required to do so.

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 10, 2023