



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNL, FFT

### Introduction

On March 15, 2023, 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 (the “Notice”) dated February 20, 2020, and to recover the filing fee for their application. The matter was set for a conference call.

The Landlord, and their legal counsel (the “Landlord”), as well as one of the Tenants, 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. The parties testified that they exchanged the documentary evidence that I have before me.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

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 Notice issued on March 4, 2023, be cancelled?
- If not, is the Landlord entitled to an order of possession?
- Are the Tenants entitled to the return of their filing fee?

### Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The parties agreed that this tenancy began on November 1, 2014, and that the current rent in the amount of \$1,500.00 is to be paid by the first day of each month. The parties agreed that a security deposit of \$550.00 was paid to the Landlord for this tenancy. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

The parties agreed that the Notice was served on March 4, 2023, by personal service to the Tenants. The Notice indicated that the Tenants were required to vacate the rental unit as of April 30, 2023. The reason checked off by the Landlord within the Notice was as follows:

- the landlord or a close family member of the landlord intends in good faith to occupy the rental unit.

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 Landlord and the Tenants agreed to extend the effective date of the Notice to June 30, 2023.
2. The Tenants agreed to move out of the rental unit no later than June 30, 2023.

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 their understanding of the terms of the settlement agreement as a full and final settlement of this matter.

### Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, an **Order of Possession** will be granted to the Landlord.

I grant the Landlord an **Order of Possession** effective not later than 1:00 p.m. on June 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.

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

Additionally, section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. In this case, the Tenant has requested to recover their filing fee. As this case has ended in a settlement, I decline to award the recovery of the filing fee to the Tenant.

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 Tenant, effective no later than 1:00 p.m. on June 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.

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: April 27, 2023

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Residential Tenancy Branch