



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **CNL FFT**

Introduction

This hearing was convened as a result of the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* ("Act"). The Tenant applied for:

- an order for cancellation of a Two Month Notice to End Tenancy for Landlord's Use of Property pursuant to section 49; and
- authorization to recover the filing fee for the Application from the Landlord pursuant to section 72.

One of the two Landlords (WG), the wife (CK) of the other Landlord named in the Application, the Landlords' translator and the Tenant attended this hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure*. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated he served the Notice of Dispute Resolution Proceeding and his evidence (NDRP Package) on the Landlords by registered mail on March 22, 2023. WG acknowledged receipt of the NDRP Package on the Landlords by registered mail. As such, I find the NDRP Package was served on the Landlords in accordance with the provisions of sections 88 and 89 of the Act.

Settlement Agreement

Pursuant to section 63 of the Act, an 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.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlords agrees to cancel the 2 Month Notice;
2. The Tenant agrees to withdraw the Application;
3. The Tenant agrees to vacate the rental unit not later than 1:00 pm on June 30, 2023; and
4. The Landlords agree that the Tenant is not required to pay rent for June 2023 as the Tenant is entitled to the last month of the tenancy rent free pursuant to section 51(1) of the Act.

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlords. The 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 the claim made in the Application.

Conclusion

As the parties have reached a full and final settlement of the Tenant's claims set out in the Application, I make no factual findings about the merits of the Application.

I hereby order that the 2 Month Notice to be cancelled and of no force or effect.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Landlords an Order of Possession effective at 1:00 pm on June 30, 2023. The Landlords are provided with the Order of Possession in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with the Order of Possession, it may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: May 23, 2023

Residential Tenancy Branch