



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      CNL

### Introduction

On February 10, 2023, the Tenant made an Application for Dispute Resolution seeking to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to Section 49 of the *Residential Tenancy Act* (the "Act").

The Tenant attended the hearing. The Landlord attended the hearing as well, with D.W. attending as her translator/agent, and with W.L. and M.Y. attending as agents for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

Service of documents was discussed, and any issues regarding service were resolved. Neither party submitted a copy of the Notice for consideration. As I was unable to view the relevant Notice to determine if it complied with Section 52 of the *Act*, in accordance with Rule 3.19 of the Rules of Procedure, I provided direction on requesting late evidence. A copy of the Notice, that is the subject of this dispute, was requested to be provided from both parties as it was essential to the matter at hand. A copy of this Notice was provided by the Landlord during the hearing. However, while waiting for this

to be uploaded, the pertinent details and information on the Notice were reviewed with both parties during the hearing.

Submissions were made with respect to the reason the Notice was served. However, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the Order of Possession that accompanies it.

### Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenant will remain in possession the rental unit but must give up vacant possession of that rental unit on **August 31, 2023, at 1:00 PM.**
2. If condition 1 is breached, the Landlord is granted an Order of Possession that will be effective after service of the Order on the Tenant.
3. The Two Month Notice to End Tenancy for Landlord's Use of Property dated February 3, 2023, is still live and is the reason for the end of the tenancy.
4. The Tenant is still entitled to the one-month compensation owed due to the service of the Notice. The Tenant may withhold August 2023 rent in satisfaction of this requirement.
5. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute with respect to the Notice.

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 they understood the binding nature of the settlement of this dispute with respect to the Notice.

### Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision, and in recognition with the settlement agreement above, the Landlord is granted a conditional Order of Possession effective on **August 31, 2023, at 1:00 PM** after service of the Order on the Tenant. 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: June 6, 2023

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Residential Tenancy Branch