



## **DECISION**

### **Introduction**

The Tenant seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- an order pursuant to s. 49 cancelling a Two-Month Notice to End Tenancy for Landlord’s Use of the Property; and
- return of the filing fee pursuant to s. 72.

At the reconvened hearing, E.L. attended on behalf of the Tenant. K.L. attended as the Landlord.

### **Preliminary Issue – Severing the Joined Applications**

This matter was joined with three separate applications, filed by different tenants, all of whom received their own Two-Month Notice to End Tenancy. It was scheduled for hearing on January 22, 2024 but was adjourned due to their being insufficient time to complete the hearing.

At the reconvened hearing, I was advised that three of the tenants had settled their claims with the Landlord. One of the tenants had not.

Accepting this, I find that it is administratively prudent to separate the applications to ensure that each party has their own separate decision pertaining to their matter. This ensures there are no issues with breach of confidentiality.

As such, I order that the four applications be severed from each other.

### **Settlement**

At the reconvened hearing, I was advised by Tenant’s counsel and the Landlord that the parties had agreed to settle their dispute. Counsel did not disclose the full terms of the settlement due to confidentiality concerns, though generally the terms were that the Tenant agreed to vacate the rental unit by March 31, 2024 for payment of an undisclosed sum of money by the Landlord.

Under s. 63 of the *Act*, I may record a settlement in the form of a decision or order. I enquired whether orders were necessary. The Landlord confirmed she wishes to obtain

the order of possession. Tenant's counsel confirms that a monetary order is unnecessary.

Accepting this, I grant the Landlord an order of possession effective at 1:00 PM on March 31, 2024. The Landlord must serve this order on the Tenant and may enforce it at the BC Supreme Court should the Tenant fail to vacate as agreed.

I make no findings with respect to this dispute. Nothing in this settlement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the *Act*.

Dated: March 1, 2024

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Residential Tenancy Branch