



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNL

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant TP appeared and was assisted by counsel. The landlord appeared and was assisted by his agent.

As both parties were present service of documents was confirmed. The tenant testified that she received the landlords' 2 Month Notice and evidentiary materials. The landlord testified that he had been served with the tenant's application for dispute resolution and evidence. Based on their undisputed testimony, I find that the parties were each served with the respective materials in accordance with sections 88 and 89 of the *Act*.

### Analysis

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. This tenancy will end on 12:00 pm May 31, 2018, by which time the tenants and any other occupants will have vacated the rental unit.

2. This tenancy will continue until ended and the tenants will pay full rent in the amount of \$950.00 by the first of each month.
3. The landlords waive their requirement that the tenants provide one month notice to end the tenancy. If the tenant is able to vacate the rental unit earlier, the tenants may do so providing short notice to the landlord.
4. The landlords will reimburse the tenants the rent paid, on a per diem basis for the remaining days of the month after the tenant has vacated the rental unit.
5. The parties agree that this tenancy will end by way of this settlement agreement and the 2 Month Notice of January 16, 2018 is cancelled and of no force or effect.
6. This settlement agreement constitutes a final and binding resolution of the tenants' application at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. 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.

#### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenants by the landlord **only** if the tenants and any other occupants fail to vacate the rental premises by 12:00 p.m. on May 31, 2018. 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.

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 22, 2018

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Residential Tenancy Branch