



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION AND RECORD OF SETTLEMENT**

**Dispute Codes**      CNL CNC FF

### **Introduction**

This hearing was convened in response to an original application by the tenant pursuant to the *Residential Tenancy Act* (the “Act”) to cancel a 2 Month Notice to End tenancy for landlord’s Use pursuant to Section 49 of the Act, and recover the filing fee. The tenant later filed amendment to cancel a 1 Month Notice to End Tenancy for Cause pursuant to section 47 of the Act. Both parties attended the hearing and provided testimony. The parties indicated a willingness to mutually resolve the dispute and were therefore afforded an opportunity to come to agreement.

### **Evidence and Background**

This tenancy began in 2004. It is undisputed that on January 07, 2019 the landlord served the tenant with a 2 Month Notice to End Tenancy for Landlord’s Use which the landlord dated with the *effective date* versus the origin/endorsed date. Subsequently, the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause with an effective date of February 28, 2019. The tenants testified they are preparing to vacate.

### **Analysis**

*The full text of the Act, and other resources, can be accessed via the Residential Tenancy Branch website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant).*

During the course of the hearing the parties briefly discussed their dispute and each agreed to settle the status of the tenancy and this dispute to the satisfaction of both parties.

**Section 63** of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing and an Arbitrator may record their settlement as a Decision and Order. Pursuant to this provision, some discussion between the parties

led to resolution of the relevant matter respecting the Notices to End and their respective effective date. As a result the parties confirmed to me that **they both agreed as follows;**

**1. The tenancy will end no later than April 30, 2019** and the landlord will receive an **Order of Possession** effective the agreed date.

Both parties testified in the hearing confirming to me that they understood and agreed to the above term, and that the settlement particulars comprise the full and final settlement of the status of the tenancy.

As the parties settled their dispute I make no finding as to the validity of the Notices to End. None the less, it must be known that in respect to the landlord's first issued Notice to End (2 Month Notice pursuant to Section 49 of the Act), Sections 51 (1)(1.1)(1.2) of the Act remain applicable.

So as to perfect this settlement agreement, the landlord is given an **Order of Possession**, effective **April 30, 2019**. The tenant must be served with this Order. If the tenant fails to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

As the parties settled their dispute I decline to grant the tenant the filing fee.

### **Conclusion**

The parties settled their dispute in the above terms. The landlord is given an Order of Possession.

**This Decision and Settlement agreement are final and binding.**

*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: February 26, 2019

---

Residential Tenancy Branch