



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on November 12, 2021. The Tenant applied to cancel a 2-Month Notice to End Tenancy for Landlord's Use, pursuant to the *Residential Tenancy Act* (the "*Act*").

The Landlord and the Tenant both attended the hearing. All parties provided affirmed testimony.

Settlement Agreement

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant will move out of the rental unit by **November 30, 2021, at 1pm.**
- The 2 Month Notice, issued June 30, 2021, is cancelled and is of no force or effect.
- The second 2 Month Notice, issued September 30, 2021, is upheld, and the Tenant agrees to move out by the effective date of that notice, which is November 30, 2021.
- The Landlord, or purchaser, is still required to fulfill the obligations set forth in the September 30, 2021, 2 Month Notice.

- This settlement does not alter any potential monetary compensation due in accordance with section 51 of the Act.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective November 30, 2021, at 1pm and after service on the tenant. The Landlord may serve and enforce this Order if the Tenant fails to move out as specified above.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of this agreement.

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: November 12, 2021

Residential Tenancy Branch