



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL

### Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the "Act") for an order to cancel a 2 Month Notice to End Tenancy for Landlord's Use pursuant to sections 49 and 55.

The landlord and the tenant MR attended the hearing. The tenant was accompanied by an advocate, AM. At the commencement of the hearing, the landlord acknowledged being served with the tenant's Notice of Dispute Resolution Proceedings.

The parties advised me that the landlord had served the tenants with a 1 Month Notice to End Tenancy for Cause and the tenants had disputed that notice to end tenancy. The file number for the other dispute resolution file is recorded on the cover page of this decision.

### Settlement Reached

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. At the commencement of the hearing, the parties advised me that they had resolved their dispute under the following terms:

1. The parties mutually agree to end this tenancy. This tenancy will end at 1:00 p.m. on January 31, 2023, or a earlier mutually agreeable date if the tenants should find alternate housing before January 31<sup>st</sup>.
2. The landlord is at liberty to use the rental unit for whatever purpose he chooses after the tenants vacate it.

3. The tenants are receptive to feedback from downstairs tenants.
4. The landlord is cancelling the 1 Month Notice to End Tenancy for Cause. The tenant's application seeking to dispute this notice to end tenancy is cancelled.
5. The landlord is cancelling the 2 Month Notice to End Tenancy for Landlord's Use. Landlord is not obligated to compensate tenants with equivalent of one month's rent for serving the 2 Month Notice to End Tenancy for Landlord's Use.

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. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on January 31, 2023, should the landlord be required to do so.

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: October 04, 2022

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Residential Tenancy Branch