



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL

Introduction

On January 26, 2023, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a Two Month Notice to End Tenancy for Landlord Use of Property dated January 23, 2023 (“the Two Month Notice”).

The matter was set for a conference call hearing. The Landlord and the Tenant appeared at the hearing.

The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me. Both parties confirmed that they have exchanged the documentary evidence that I have before me.

The Landlord and Tenant testified that the tenancy began in July of 2017, as a one year fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of \$1,178.00 is due to be paid to the Landlord by the first day of each month.

The Landlord issued a Two Month Notice to End Tenancy for Landlord Use of Property dated January 23, 2023 to the Tenant. The reason for ending the tenancy cited within the Notice is:

The rental unit will be occupied by the Landlord or the Landlord’s close family member. The Landlord or the Landlord’s spouse.

The Two Month Notice provides information for tenants who receive the Notice. The Notice provides that a tenant has the right to dispute it within 15 days after it is received by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant received the Two Month Notice on January 25, 2023, and disputed the Two Month Notice by applying for dispute resolution on January 26, 2023.

Settlement Agreement

During the hearing, the parties agreed to settle this dispute, on the following conditions:

1. The parties agreed that the tenancy will end on **April 30, 2023**.
2. The parties agreed that the Landlord is granted an order of possession effective **April 30, 2023, at 1:00 p.m.** The Landlord must serve the Tenant with the order of possession.
3. The parties agreed that the Tenant may vacate the rental unit prior to April 30, 2023; however, April 2023 rent is due to be paid to the Landlord if the Tenant remains in the rental unit for April.
4. The Landlord withdraws the One Month Notice to End Tenancy for Cause dated January 23, 2023 as part of this mutually settled agreement.
5. The Tenant withdraws his application to dispute the One Month Notice as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted an order of possession effective April 30, 2023, at 1:00 p.m. For enforcement, this order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 14, 2023

Residential Tenancy Branch