



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL

Introduction

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 parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

The tenant attended the hearing accompanied by a friend/assistant. I allowed the assistant to assist the tenant in accordance with rule 6.7 of the Residential Tenancy Branch Rules of Procedure. The landlord attended the hearing with a witness who served the notice to end tenancy. Although that person was originally identified as a witness, he began to act in the capacity of an advocate on behalf of the landlord. The witness did not provide any testimony regarding service of the notice to end tenancy as the parties ended up settling the dispute by agreement.

The landlord acknowledged service of the tenant's Notice of Dispute Resolution Proceedings package and the tenant acknowledged service of the landlord's evidence the night before. The parties agree that the landlord sent her evidence to the tenant via registered mail on March 21, 2023 and I deemed it effectively served five days after mailing, on March 26th in accordance with sections 88 and 90 of the Act.

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

1. The tenant acknowledges the validity of the landlord's 2 Month Notice to End Tenancy for Landlord's Use and agrees to vacate the rental unit at 1:00 p.m. on April 30, 2023.
2. The rights and obligations of the parties continue until the tenancy ends.
3. The tenant is granted a monetary order in the amount of \$1,600.00 representing a month's rent in accordance with section 51(1) of the Act.

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 required to serve this Order of Possession upon the tenant and may enforce it as early as 1:00 p.m. on April 30, 2023, should the landlord be required to do so.

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the tenant's favour in the amount of \$1,600.00.

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: April 04, 2023

Residential Tenancy Branch