



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **CNL**

Introduction

This hearing was convened by way of conference call in response to the Tenant's application for dispute resolution (Application) under the *Residential Tenancy Act* (Act) in which the Tenant seeks:

- an order to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property dated February 3, 2023 (2 Month Notice) pursuant to section 49.

The Landlord and the Tenant attended this hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure*. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated she served the Landlord with the Notice of Dispute Resolution Proceeding (NDRP) on the Landlord in-person, but she could not recall the date of service. The Landlord acknowledged receipt of the NDRP from the Tenant. As such, I find the NDRP was served on the Landlord in accordance with the provisions of section 89 of the Act.

Settlement Agreement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to cancel the 2 Month Notice;
2. The Tenant agrees to withdraw the Application;
3. The Tenant agrees to vacate the rental unit not later than 1:00 pm on July 1, 2023;
4. The Landlord agrees that the Tenant will not be required to pay rent for June 1 through to July 1, 2023;
5. The Landlord agrees that, immediately upon the Tenant vacating the rental unit, he will pay the Tenant \$1,250.00 in cash, bank draft or money order; and
6. The parties agree that the Tenant's security and pet damage deposits, totaling \$1,250.00, will be handled in accordance with the provisions of the Act; and
7. The parties agree the scheduling and participation of the move-out condition inspection, and completion of the move-out condition inspection report, will be handled in accordance with the provisions of the Act.

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlord. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of the claim made in the Application.

Conclusion

As the parties have reached a full and final settlement of the Tenant's claim set out in the Application, I make no factual findings about the merits of the Application.

I hereby order that the 2 Month Notice to be cancelled and of no force or effect.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Landlord an Order of Possession effective at 1:00 pm on July 1, 2023. The Landlord is provided with the Order of Possession in the above terms and the Tenant must be served with this Order as soon as possible. If the Tenant fails to comply with the Order of Possession, it may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: May 30, 2023

Residential Tenancy Branch