



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL, RR, RP, LRE, OLC
OPC

Introduction

This hearing dealt with the adjourned cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (the “Act”). The matter was set for a conference call.

The Tenant’s Application for Dispute Resolution was made on June 14, 2023. The Tenant applied to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property.

The Landlord’s Application for Dispute Resolution was made on August 7, 2023. The Landlord applied to enforce a One Month Notice to end tenancy for cause (not end of employment) and an order of possession.

Both the Landlord and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Tenant and the Landlord were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the Two Month Notice to End Tenancy for Landlord's Use of Property be cancelled pursuant to section 49 of the *Act*?
- If not, Is the Landlord entitled to an order of possession pursuant to section 55 of the *Act*?

- Is the Landlord entitled to an order of possession pursuant to enforce a One Month Notice to End Tenancy for Cause under section 47 of the Act?

Background and Evidence

At the outset of these proceedings, the Landlord confirmed receipt of the Interim Decision, dated October 16, 2023, and that they had been served with the order to vacate the rental unit. The Landlord testified that they had not complied with that order and were still residing in the rental unit.

During the hearing, both parties expressed a desire to enter into a mutual agreement to end the tenancy.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenant will move out of the rental unit by November 6, 2023, at 1:00 p.m.
2. The Landlord will pay the Tenant \$2,500.00 in compensation for agreeing to end the tenancy.
3. The Landlord will pay the agreed compensation in full, and in cash, to the Tenant no later than 11:59 p.m. on October 31, 2023.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed their understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, an **Order of Possession** and a **Monetary Order** will be granted.

I grant the Landlord an **Order of Possession** effective not later than 1:00 p.m. on November 6, 2023. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Additionally, a conditional **Monetary Order** for **\$2,500.0** is granted to the Tenant to be served on the Landlord should the Landlord not comply with terms two and three of this settlement agreement.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant an **Order of Possession** to the Landlord **effective** not later than 1:00 p.m. on November 6, 2023. This Order of Possession must be served upon the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I grant a conditional **Monetary Order** to the Tenant to be served after October 31, 2023, on the condition that the Landlord did not comply with the second and third terms of the settlement agreement. If this occurs, the Monetary Ordre must be served upon the Landlord and should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: October 31, 2023

Residential Tenancy Branch