



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes

Landlord: **OPL, FFL**

Tenant: **CNL, OLC, FFT**

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 applications filed by both the landlord and the tenant pursuant to the Residential Tenancy Act.

The landlord applied for:

- An order of possession pursuant to 2 Month Notice to End Tenancy for Landlord's Use, pursuant to sections 49 and 55 and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant applied for:

- An order to cancel 2 Month Notice to End Tenancy for landlord's Use, pursuant to section 49;
- An order for the landlord to comply with the Act, pursuant to section 62; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

Both tenants attended the hearing, and the landlord was represented by an agent, G.S. As both parties were present, service was confirmed. The parties each confirmed receipt of the applications and evidence. Based on the testimonies I find that each party was served with these materials as required under RTA sections 88 and 89.

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 outset of the hearing the parties indicated their intention to settle their dispute. The parties achieved the following resolution of their dispute with the following terms:

1. The tenants agree to vacate the rental unit in accordance with the landlord's 2 Month Notice to End Tenancy for Landlord's Use on July 1, 2024.
2. The parties agree that the landlord will not collect rent for the month of June, 2024 in accordance with section 51 of the *Act*.
3. The rights and obligations of the parties continue until the tenancy ends.

Both parties testified that this agreement was made of their own free will, without any coercion and that they understood and agreed that the terms are legal, final, binding and enforceable, which settle all aspects of these disputes. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the applications before me and I make no determinations on whether the notice to end tenancy was valid.

The decision to order payment of the filing fee is discretionary upon the arbitrator and since this matter was settled by agreement, I decline to order that the filing fee be recovered.

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 July 1, 2024, 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: February 23, 2024

Residential Tenancy Branch