



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNL, MNDC, RR, FF

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another.

Although the male landlord who attended the hearing (the landlord) testified that the landlords had issued two notices to end this tenancy, he said that neither of these were for the landlord's use of the property. The tenant testified that the notices to end this tenancy were not on valid forms issued by the Residential Tenancy Branch. The landlord agreed that he had handed the tenants a typed notice to end tenancy that did not comply with the requirements of the *Act*. Since the parties agreed that no valid notice to end this tenancy had been issued, the male tenant (the tenant) withdrew the tenants' application to cancel the landlord's 2 Month Notice. He also said that the tenants had removed their belongings from the rental unit earlier in the day and plan to return to the rental unit to clean and ensure that their sub-tenants had also vacated the premises. As such, the tenants' application to cancel the 2 Month Notice is withdrawn.

The landlord confirmed that the landlords received a copy of the tenants' dispute resolution hearing package sent by registered mail by the tenants on or about April 5, 2012. I am satisfied that this package was served by the tenants to the landlords in accordance with the *Act*.

Issues(s) to be Decided

Are the tenants entitled to a monetary award? Are the tenants entitled to a reduction in their rent? Are the tenants entitled to recover their filing fee from the landlords?

Background and Evidence

This periodic tenancy commenced on January 1, 2012. Monthly rent is set at \$2,000.00, payable in advance on the first of each month. The tenants are also responsible for paying \$300.00 for hydro every two months. The landlords continue to hold the tenants' \$1,000.00 security deposit paid on or about December 23, 2011.

The tenants applied for a monetary award of \$140.50 and for a reduction in their monthly rent during their tenancy. The parties agreed that the tenants have only paid \$1,000.00 of their monthly rent owing for April 2012. They also agreed that the landlord has not given his written permission to withhold this portion of the tenants' April 2012 rent.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer 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.

Both parties at the hearing agreed to resolve all issues currently arising out of this tenancy under the following terms:

1. Both parties agreed that the tenancy will end by 1:00 p.m. on April 23, 2012, by which time the tenants will have yielded vacant possession of the rental premises to the landlords.
2. The tenants agreed that they will clean the rental unit and leave it in the same condition as it was in at the start of this tenancy.
3. Both parties agreed that if the tenants take the above action the landlords will return \$500.00 of the tenants' security deposit to the tenants and retain the remaining \$500.00 portion of the tenants' security deposit.
4. Both parties agreed that the above monetary arrangements constituted a final and binding settlement of all monetary issues in dispute arising out of this tenancy at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlords if the tenants do not vacate the rental premises in accordance with their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I order the landlords to return \$500.00 from the tenants' security deposit to the tenants at the end of this tenancy. As set out in the above settlement agreement, I allow the landlords to retain \$500.00 from the tenants' security deposit.

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 19, 2012

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Residential Tenancy Branch