



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL, MNDC, FF

Introduction

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenants applied to Cancel a 2 Month Notice to end Tenancy for Landlord's Use of the Property; compensation for damage or loss under the Act and return of the filing fee costs.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matters

The tenants submitted a claim for compensation in the sum of \$16,600.00. A copy of the tenancy agreement, supplied as evidence did not contain a term allowing or requiring any work to be performed as part of the tenancy.

As the tenants were claiming the cost of work performed and that work was not included as a term of the tenancy I determined that jurisdiction did not apply to the monetary claim portion of the application and jurisdiction was declined.

The parties then reached a mutual agreement to end the tenancy.

Mutually Settled Agreement

The parties made the following mutual agreement:

- The tenancy will end no later than 1 p.m. on May 31, 2013;
- The tenants will be entitled to compensation equivalent to 1 month's rent; \$835.00, that may be deducted from the last month's rent owed;

- That the landlord will receive an Order of possession effective at 1 p.m. on May 31, 2013;
- If the tenants are not provided compensation equivalent to 1 month's rent they have leave to apply requesting that compensation, based on the 2 Month Notice to End Tenancy for Landlord's Use; upon which this mutual agreement was based;
- That if the tenants wish to end the tenancy earlier than May 31, 2013. They must give the landlord proper written notice in accordance with the Act;
- The parties may reach a written mutual agreement to end the tenancy; and
- Payment of the compensation in the sum of \$835.00 will be given to the tenants whether the tenancy ends on May 31, 2013 or if earlier Notice or agreement ending is made in accordance with the Act.

Further, pursuant to section 63(2) of the Act, I Order that the tenancy ends as set out in the mutual agreement above and I have issued the landlord an Order of possession in support of the agreement. I also Order the landlord to provide compensation to the tenants, as agreed, based on the 2 Month Notice to End Tenancy for Landlord's Use issued on January 10, 2013.

Until the tenancy end the tenants must pay rent, as it is due, with the exception of \$835.00 for the last month's rent.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 25, 2013

Residential Tenancy Branch

