



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Douglas Manor  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL, MNDC, O

### 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; and
- other remedies as outlined in an attachment to their application.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss the issues arising out of this tenancy with one another. Landlord WE testified that he posted the 2 Month Notice on the tenants' door on March 28, 2013. The male tenant confirmed that the tenants received the landlords' 2 Month Notice posted on their door. In accordance with sections 88 and 90 of the *Act*, I find that the landlords' 2 Month Notice was deemed served to the tenants on March 31, 2013, the third day after its posting. The landlords' representatives at this hearing confirmed that they received a copy of the tenants' dispute resolution hearing package handed to them on April 17, 2013. I am satisfied that the above documents were served to one another by the parties in accordance with the *Act*. I am also satisfied that the tenants' application for dispute resolution was filed with the Residential Tenancy Branch (RTB) on the 15<sup>th</sup> day after the landlords' 2 Month Notice was deemed served to the tenants and within the statutory time frame for filing an application to cancel the 2 Month Notice.

At the commencement of the hearing, the parties agreed that two separate hearings had been scheduled with the RTB on May 24 and May 31, 2013, to consider applications from both the landlords and the tenants. Although these applications both sought monetary awards from the respective respondents, these applications also were to consider a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) issued by the landlord(s) to the tenants. Both parties agreed that the issues identified in the

tenants' application currently before me were separate and distinct from those subject to the May 24 and 31, 2013 hearings.

At the commencement of the hearing, the landlord's representative JP requested an Order of Possession should the tenants' application to cancel the 2 Month Notice be dismissed.

#### Issues(s) to be Decided

Should the landlords' 2 Month Notice be cancelled? If not, are the landlords entitled to an Order of Possession? Are the tenants entitled to a monetary award for damage and losses arising out of this tenancy? Should any other orders be issued with respect to this tenancy?

#### Background and Evidence

This periodic tenancy commenced on or about November 4, 2011. Monthly rent is currently set at \$750.00, payable in advance on the first of each month. The landlords continue to hold the tenants' \$375.00 security deposit.

The landlords' 2 Month Notice, entered into written evidence by the tenants, identified the following reason for seeking an end to this tenancy:

- *The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant...*

#### Analysis

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. 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, including the female tenant who joined the hearing in time to consider the landlords' offer to settle this dispute, agreed to the following final and binding resolution of all issues in dispute arising out of this tenancy under the following terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on June 2, 2013, by which time the tenants will have vacated the rental unit and at which time the landlord's representative JP will hand the tenants a certified cheque in the amount of \$2,000.00.
2. Both parties agreed that the landlords will retain the tenants' security deposit.

3. Both parties agreed to withdraw all current applications for dispute resolution arising out of this tenancy, including RTB File #s 248597 and 248778.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy, including any ongoing applications for dispute resolution and any potential future applications for a monetary award, and further agreed that neither party will initiate any additional applications for dispute resolution seeking a monetary award.

### Conclusion

To give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlord if the tenants do not vacate the rental premises in accordance with their agreement. Landlord WE, whose name appears on the 2 Month Notice, is provided with these Orders in the above terms and the tenant(s) must be served with this Orders in the event that the tenants do not vacate the premises by the time and date set out in 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 issue a monetary Order in the tenants' favour in the amount of \$2,000.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the tenants abide by their agreement to vacate the premises by 1:00 p.m. on June 2, 2013 **and** the landlords do not abide by the monetary terms of the above settlement. The tenants are provided with these Orders in the above terms and the landlord(s) must be served with a copy of these Orders as soon as possible after their failure to comply with the terms of the above settlement agreement. Should the landlord(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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 13, 2013

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Residential Tenancy Branch

