



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- a monetary order for compensation for damages or losses under the *Act*, regulation or tenancy agreement pursuant to section 67.

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

Service of Documents and Adjournment of Hearing of November 6, 2013

At the first hearing on November 6, 2013 (the first hearing), the male tenant confirmed that the male landlord handed him the 1 Month Notice on September 17, 2013. I am satisfied that the landlords served this Notice to the tenants in accordance with the *Act*.

The tenants initially applied for dispute resolution on September 26, 2013, within the 10 day time limit for disputing the landlords' 1 Month Notice. The Residential Tenancy Branch (the RTB) issued the Notice of a Dispute Resolution Hearing on September 27, 2013. The female tenant testified at the first hearing that the tenants withheld providing this package to the landlords, two of whom live in the manufactured home across from the tenants, until October 31, 2013. She testified that the tenants handed the male landlord (RS) the tenants' hearing package on October 31, 2013.

At the first hearing, the female landlord and her husband testified that they did not receive the tenants' dispute resolution hearing package and the Notice of a Dispute Resolution Hearing until November 1, 2013. At the first hearing, the female landlord said that by that date, she believed that the landlords were effectively prevented from submitting their own written evidence within the time frames established by the RTB.

In my Interim Decision of November 8, 2013, I reported that I was satisfied that the landlords have been served with the tenants' dispute resolution hearing package and written evidence. In that Interim Decision, I allowed the female landlord's request for an adjournment to enable the landlords to properly prepare their written evidence, to obtain statements from those with information to share regarding the tenant's application and the landlords' 1 Month Notice, and to obtain witnesses willing to participate in an adjourned hearing of this matter. I also noted that the landlords made an oral request for an Order of Possession based on the 1 Month Notice.

This matter was adjourned until January 10, 2014, at which time I continued the hearing of the tenants' application.

Issues(s) to be Decided

Should the landlords' 1 Month Notice be cancelled? If not, are the landlords entitled to an Order of Possession? Are the tenants entitled to a monetary award for unpaid rent and losses arising out of this tenancy?

Background and Evidence

This periodic tenancy for a trailer in a manufactured home park commenced on May 1, 2013, when the tenants moved from another of the landlords' trailers elsewhere in this park. Monthly rent is set at \$650.00, payable in advance on the first of each month, plus utilities. The landlords continue to hold the tenants' \$325.00 security deposit, applied from their tenancy elsewhere in the park on or about December 1, 2012.

The tenants applied to cancel the landlords' 1 Month Notice. They also applied for a monetary award of \$2,500.00 to compensate them for the significant impact on their health, the measurable impact on their safety, and for significant disruption and loss of their quiet enjoyment of this tenancy.

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 course of the second hearing on January 10, 2014, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to a final and binding resolution of all issues in dispute regarding this application and this tenancy under the following terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on February 28, 2014, by which time the tenants will have vacated the rental unit.
2. The landlords agreed to pay the tenants \$325.00 in cash by 5:00 p.m. on February 2, 2014, provided the landlords received the \$650.00 direct payment for rent for February 2014 made on the tenants' behalf by that time.
3. The tenants agreed to sign a receipt to be provided to them by the landlords for the landlords' cash payment on February 2, 2014.
4. The tenants agreed to withdraw the remainder of their application for a monetary award and further agreed that they will not initiate any new application for a monthly award regarding the matters raised in this hearing if the landlords abide by the terms of this settlement agreement.
5. The landlords agreed to allow the tenants to vacate the rental premises at any time between January 10, 2014 and February 28, 2014, and in the event that the tenants do vacate early the landlords agreed to rebate the tenants' paid rent on a pro-rated basis for any remaining portion of the month in which the tenants have vacated the rental premises.
6. Both parties agreed that the terms of this settlement agreement constituted a final and binding resolution of all issues currently under dispute arising out of this tenancy.

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. The landlords are provided with these Orders in the above terms and the tenants must be served with this Order in the event that the tenants do not vacate the premises by 1:00 p.m. on February 28, 2014, as set out in their settlement 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.

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: January 10, 2014

Residential Tenancy Branch

