



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, OPC, OPL, CNL, OLC, MNDC, RP, FF

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling a one month Notice to End Tenancy dated July 22, 2014
- b. Whether the tenant is entitled to an order cancelling a two month Notice to End Tenancy dated June 29, 2014
- c. Whether the tenant is entitled to a monetary order and if so how much?
- d. Whether the tenant is entitled to recover the cost of the filing fee?
- e. Whether the landlord is entitled to an Order for Possession?
- f. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

On April 4, 2004 the parties entered into a written tenancy agreement that provided that the tenancy would start on May 1, 2004. The tenants paid a security deposit of \$750 at the start of the tenancy. The interest on the security deposit is \$26.56 for a total of 776.56.. The tenancy ended on August 30, 2014. The rent at that time was \$1883.

The landlords served a two month Notice to End Tenancy on the Tenants that provided that “all conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or close family member intends in good faith to occupy the rental unit.” The tenant vacated the rental unit at the end of August. The tenant has received the benefit of the equivalent of one month rent under section 51(1) of the Residential Tenancy Act.

The Application for Dispute Resolution filed by the Tenant includes a claim for a monetary order in the sum of \$5000 for the reduced value of the tenancy. The landlords stated they have claims against the tenants for damage to the rental unit.

The tenant vacated the rental unit and it is no longer necessary to consider the tenant’s application to cancel the one month notice, the two month notice and a repair order. It is also no longer necessary to consider the landlords’ application for an Order for Possession.

Settlement:

The parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The Landlords shall pay to the tenants the security deposit in the sum of \$750 plus \$26.56 for a total of \$776.56.
- b. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to this tenancy with the exception of item “c” below.
- c. The parties agree that this settlement does not in any way prevent the tenant from claiming against the new owners under section 51(2) of the Residential Tenancy should the new owners fail to fulfill their obligations under that section.

**As a result of the settlement I ordered the landlords pay to the Tenants the sum of \$776.56.**

It is further Ordered that this sum be paid forthwith. The Tenants is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the Tenant fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order 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: September 10, 2014

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Residential Tenancy Branch

