



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, O, FF

Introduction

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

- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 62;
- other unspecified remedies; and
- authorization to recover the filing fee for this application from the landlords, pursuant to section 72.

Landlord DL ("landlord") and the two tenants, tenant DB ("tenant") and "tenant AA" attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions, and to call witnesses. "Witness KL," who is the landlord's wife, testified on behalf of the landlord at this hearing.

The tenant testified that the landlords were served with the tenants' application for dispute resolution hearing package ("Application") by handing the Application to "landlord JL," the other landlord named in this Application. The landlord confirmed receipt of the application and hearing notice only, not the tenants' written evidence package. However, the landlord confirmed that he was already in possession of the written evidence documents from prior to this hearing. These include the tenancy agreement, the 2 Month Notice to End Tenancy for Landlord's Use of Property, dated May 30, 2015 ("2 Month Notice"), a letter, dated May 28, 2015, from the landlord to the tenants, and emails between the parties on June 1 and 2, 2015. The landlord confirmed that he was prepared to proceed with this hearing on the basis of the tenants' entire written evidence package being considered at this hearing and in my decision. Accordingly, I find that the landlords were sufficiently served for the purposes of the *Act*, with the tenants' entire written evidence package, in accordance with section 71(2)(c) of the *Act*.

The tenant confirmed receipt of the landlords' 2 Month Notice on June 2, 2015, which witness KL said she handed to the tenants. In accordance with section 88 of the *Act*, I find that both tenants were duly served with the landlords' 2 Month Notice.

At the outset of the hearing, the tenant confirmed that he wished to withdraw the tenants' Application for "other" unspecified remedies. Accordingly, this portion of the tenants' Application is withdrawn.

Issues to be Decided

Are the tenants entitled to an order requiring the landlords to comply with the *Act*, regulation or tenancy agreement?

Are the tenants entitled to recover the filing fee for this application from the landlords?

Background and Evidence

The landlord testified that this tenancy began on November 1, 2014 for a fixed term ending on July 31, 2015. Monthly rent in the amount of \$1,100.00 is payable each month. Both parties agreed that the tenants pay 1/3 of utilities in addition to rent each month to the landlords, as per their tenancy agreement. A security deposit of \$550.00 was paid by the tenants and the landlords continue to retain this deposit. The tenants continue to reside in the rental unit. The rental unit is the basement suite of the house in which the landlords currently reside. The tenants provided a copy of the tenancy agreement for this hearing.

The 2 Month Notice issued by the landlords indicates an effective move-out date of August 1, 2015. The landlords issued the 2 Month Notice for the following reason:

- *The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse.*

The tenants seek an order for the landlords to comply with the *Act*, by correcting the date of the 2 Month Notice. The tenants claim that the landlords listed an incorrect date of May 30, 2015 on their 2 Month Notice, instead of June 2, 2015, the date it was served upon them.

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 agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on September 30, 2015, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenants are entitled to one month's free rent compensation, pursuant to section 51 of the *Act*, on the following terms:
 - a. The tenants will pay full rent of \$1,100.00 plus an additional 1/3 utilities for August 2015 to the landlords;
 - b. The tenants will not be required to pay any rent to the landlords for the period from September 1 to 30, 2015;
 - c. The tenants will pay 1/3 utilities for September 2015 to the landlords;
3. The tenants withdrew their application to recover the \$50.00 filing fee from the landlords;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenants' Application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties confirmed that they understood and agreed to the above terms as legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties, and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlords **only** if the tenants and any other occupants on the premises fail to vacate the rental premises by 1:00 p.m. on September 30, 2015. The landlords are provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenants and any other occupants do not vacate the premises by 1:00 p.m.

on September 30, 2015. 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.

The landlords' 2 Month Notice, dated May 30, 2015, is cancelled and of no force or effect.

The tenants' Application for "other" unspecified remedies and to recover the \$50.00 filing fee is withdrawn.

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: July 23, 2015

Residential Tenancy Branch

