



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      CNL, FF

### Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenants to cancel a notice to end tenancy for the Landlord's use of the property, and to recover the filing fee.

One of the Tenants and the Landlord appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenants' Application and the Tenant confirmed receipt of the Landlord's documentary evidence. The Tenants also provided a copy of the 2 Month Notice to End Tenancy for Landlord's Use of the Property (the "Notice") into evidence prior to the hearing.

At the start of the hearing, the parties agreed that the Notice was served to the Tenant on June 7, 2015. The Tenants made their Application to dispute the Notice on June 22, 2015. Therefore, I determined that the Tenants had applied to dispute the Notice within the 15 day time limit stipulated by Section 49(8) of the *Residential Tenancy Act* (the "Act"). Both parties also confirmed their understanding that the Notice had been issued to the Tenants because the Landlord wanted to occupy the rental unit.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided. At the end of the hearing, I offered the parties an opportunity to settle this matter between them. The parties discussed the issues, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute.

### Settlement Agreement

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. Both parties agreed to end the tenancy under the following terms:

1. The parties agreed to end the tenancy on September 30, 2015 at 1:00 p.m. which gives the Tenants sufficient time to vacate the rental suite and find new accommodation.
2. The Tenants are allowed to vacate the rental suite at an earlier time if they are able to find suitable accommodation in the interim time period provided that the Landlord is given written notice.
3. The Landlord agreed that if the tenancy were to end earlier than September 30, 2015, the Landlord will prorate any outstanding rent or compensation payable to the Tenants under the Notice.
4. The Tenants are required to pay rent to the Landlord forthwith in the amount of \$800.00 for the period of August 15 to August 31, 2015 which remained unpaid at the time of the hearing.
5. The Tenants are still entitled to compensation payable under the Notice. This may be achieved by deducting September 2015 rent or having \$1,600.00 returned to the Tenants if they vacate earlier than September 1, 2015.
6. The Tenant agreed that the Landlord can have access to half of the garage space to store her belongings for the month of September 2015; the Landlord will make arrangements with the Tenants to facilitate this.

In order to give effect to the above agreed conditions, the Landlord is issued with an Order of Possession which is dated effective September 30, 2015. This order may be enforced only if the Tenants fail to vacate the rental suite by the agreed date. Copies of this order are attached to the Landlord's copy of this decision. This agreement is legally binding on the parties and is in full satisfaction of the Tenant's Application.

As the Parties agreed to settle this matter by way of mutual agreement, the Tenants' claim for the recovery of their filing fee is dismissed. The parties are still required to follow the provisions of the Act in relation to the return of the Tenants' security deposit at the end of the tenancy.

### Conclusion

The parties agreed to mutually settle the Tenants' Application by ending the tenancy on September 30, 2015. The Landlord is issued with an Order of Possession and the Tenants' Application to recover the filing fee is dismissed.

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: August 19, 2015

