



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNL, OLC, FF, O

Introduction

This hearing was convened in relation to the tenants' application pursuant to the *Residential Tenancy Act* (the Act) for:

- more time to make an application to cancel the landlord's 2 Month Notice to End Tenancy for Landlord's Use (the 2 Month Notice) pursuant to section 66;
- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72; and
- an "other" remedy.

The tenants attended the hearing; however, only the tenant LvS participated. The landlord attended the hearing and was assisted by her agent.

The main disagreement in this application between the parties is in respect of the sufficiency of service of the 2 Month Notice. In the course of the hearing the parties were able to agree to a mutual end to this tenancy.

Background

This tenancy began in December 2010. Monthly rent under the tenancy agreement is \$3,400.00; however for some time the tenants have been paying \$3,200.00 monthly. At the time of the hearing rent for February 2016 had not yet been paid.

Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenants agreed to withdraw their application.
2. The landlord agreed to withdraw the 2 Month Notice.
3. The tenants agreed to pay monthly rent of \$3,400.00 for each of February, March, April, and May's rents.
4. The tenants agreed to provide possession of the rental unit to the landlord on or before one o'clock in the afternoon on 31 May 2016.
5. The tenants agreed to waive their right to compensation in respect of the 2 Month Notice, which has been withdrawn.

The agent confirmed he had authority to bind the landlord to this agreement. The tenant LvS confirmed she had authority to bind the tenant NM to this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenants' application is withdrawn. The landlord's 2 Month Notice is withdrawn.

The monetary order is to be used if the tenant(s) do(es) not pay \$3,400.00 to the landlord in accordance with their agreement for February's rent. The landlord is provided with this order in the above terms and the landlord should serve the tenant(s) with this order so that it may enforce it in the event that the tenant(s) do(es) not pay the outstanding rent as set out in their agreement. Should the tenant(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.

The attached order of possession is to be used by the landlord if the tenant(s) do(es) not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenants with this order so that it may enforce it in the event that the tenant(s) do(es) 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: February 02, 2016

Residential Tenancy Branch

