



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION – RECORD OF SETTLEMENT**

Dispute Codes      CNC, FF

### Introduction

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

- 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; and
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

The tenant RJ (the tenant) appeared on behalf of both tenants. The landlords' agent attended and was joined by the landlord XSF.

The parties acknowledged service of all documents before me.

### Amendment

The tenants incorrectly indicated on their application that they were seeking to cancel a 1 Month Notice to End Tenancy for Cause. The tenant asked to amend the application to cancel the 2 Month Notice. The landlords consented.

### Moot Issue

The tenants amended their application to include a claim regarding access to the mailbox. The tenants sought a copy of the mailbox key.

The tenant indicated that the tenants had arranged for their mail to be forwarded to a post office box and no longer needed a copy of the key. Accordingly, this issue is moot.

## 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 this dispute.

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

1. The agent agreed that she would continue to act as agent for the remainder of the tenancy.
2. The tenants agreed to vacate the rental unit on or before 31 July 2016.
3. The tenants agreed that they would look for alternate housing and try to leave earlier than 31 July 2016.
4. The landlord's agent agreed to assist the tenants find suitable alternate housing.
5. The landlords agreed to dispense with the ordinary notice requirement if the tenants found alternate housing.
6. The landlords agreed that, if the tenants vacated on or before 30 June 2016, the landlords would pay to the tenants \$1,300.00 on the date the tenants vacated.
7. The tenants are not entitled to compensation from the landlords if they vacate the rental unit after 30 June 2016.

The parties stated they understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

For the purposes of enforcing this agreement, I have provided two orders: a monetary order in the tenants' favour and an order of possession in the landlords' favour. The parties are cautioned that they are only to use the orders in accordance with the terms of this agreement. Failure to use the orders as intended may result in consequences.

Conclusion

The 2 Month Notice is cancelled.

I issue a monetary order in the tenants' favour in the amount of \$1,300.00 under the following terms:

| Item                           | Amount            |
|--------------------------------|-------------------|
| Compensation for Early Vacancy | \$1,200.00        |
| Recovery of Filing Fee         | 100.00            |
| <b>Total Monetary Order</b>    | <b>\$1,300.00</b> |

The tenants are instructed that they may only use this order in accordance with the terms of the settlement. Should the landlord(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The attached order of possession is to be used by the landlords if the tenant(s) do(es) not vacate the rental premises in accordance with 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: April 21, 2016

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Residential Tenancy Branch