



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MT, CNL, MNDC, FF

### Introduction

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

- more time to make an application to cancel the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property, dated April 25, 2016 ("2 Month Notice"), pursuant to section 66;
- cancellation of the landlords' 2 Month Notice, pursuant to section 49;
- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlords, pursuant to section 72.

One tenant, KG aka NG ("tenant") and the two landlords, "landlord AM" and landlord HM ("landlord") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Landlord AM confirmed that his son, the landlord, had authority to represent him as an agent at this hearing (collectively "landlords"). The tenant confirmed that she had authority to represent her husband, "tenant BG," the other tenant named in this application as an agent at this hearing (collectively "tenants"). This hearing lasted approximately 45 minutes in order to allow both parties to fully negotiate a settlement of this claim.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package ("Application") and the tenant confirmed receipt of the landlords' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that both landlords were duly served with the tenants' Application and both tenants were duly served with the landlords' written evidence package.

At the outset of the hearing, both parties agreed that the tenants were served with and received the landlords' 2 Month Notice on April 25, 2016, and filed their application to dispute it within 15 days on May 6, 2016. Accordingly, I notified the tenant that the tenants' Application for more time to cancel the 2 Month Notice was not required.

### Issues to be Decided

Should the landlords' 2 Month Notice be cancelled? If not, are the landlords entitled to an order of possession?

Are the tenants entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Are the tenants entitled to recover the filing fee paid for this Application?

### Background and Evidence

Both parties agreed to the following facts. This tenancy began on June 1, 2011 for fixed term of one year after which it became a month-to-month tenancy. Monthly rent in the amount of \$1,800.00 is payable on the first day of each month. The tenants paid a security deposit of \$925.00 and the landlords continue to retain this deposit. The tenants continue to reside in the rental unit.

The tenants seek to cancel the landlords' 2 Month Notice, which has an effective move-out date of June 30, 2016, issued for the following reason: *The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse)*. The tenants also seek monetary compensation of \$2,977.79 for repairs performed to the rental unit and to recover the \$100.00 filing fee paid for this Application.

### 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 August 31, 2016, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlords will pay the tenants \$300.00 for their monetary claim in this Application, on the following term:
  - a. The tenants are entitled to deduct \$300.00 from July 2016 rent and will only be required to pay the landlords a total of \$1,500.00 for July 2016 rent;

3. Both parties agreed that the tenants are entitled to one month's free rent compensation, pursuant to section 51 of the *Act* and the landlords' 2 Month Notice, on the following term:
  - a. The tenants will not be required to pay any rent to the landlords for the period from August 1 to 31, 2016;
4. The tenants agreed to bear the cost of the \$100.00 filing fee paid for their Application; and
5. 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 testified that they understood and agreed that the above terms are legal, final and 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 landlord(s) **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 31, 2016. The landlord(s) are provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 31, 2016. 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 tenants' application for more time to cancel the landlords' 2 Month Notice is not required.

The tenants must bear the cost of the \$100.00 filing fee paid for this Application.

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: June 07, 2016

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Residential Tenancy Branch