



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL CNL FF

Introduction

This hearing was convened in response to applications by both parties pursuant to the *Residential Tenancy Act* (the “Act”) for the following:

The landlords applied for an Order of Possession for landlords’ use of the property pursuant to section 55.

The tenant applied for:

- cancellation of the landlords’ 2 Month Notice to End Tenancy for Landlord’s Use of Property (the 2 Month Notice) pursuant to section 49; and
- authorization to recover her filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Both parties confirmed receipt of each other’s applications for dispute resolution hearing package (“Applications”). In accordance with section 89 of the *Act*, I find that both the landlord and tenant were duly served with the Applications.

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, 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. The landlords agreed to pay the tenant a lump sum payment in the amount of \$4,000.00 by cheque, by 1:00 p.m. on December 31, 2016.
2. The landlords agreed to return the tenant's December 2016 rent cheque to the tenant by December 31, 2016.
3. The tenant agreed that she will not seek any further monetary compensation from the landlords for rent-related issues or arising out of the landlords' issuance of the 2 Month Notice.
4. The landlords agreed that the above payment satisfies all outstanding rent owed by the tenant for this tenancy, up to and including January 11, 2017.
5. Both parties entered into a mutual agreement that this tenancy will end on January 11, 2017 at 1:00 p.m., by which date the tenant and any other occupants will have vacated the rental unit.
6. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlords' 2 Month Notice, dated October 19, 2016, which the parties agreed is withdrawn.
7. Both parties agreed to bear the cost of their own filing fees for their applications.
8. Both parties agreed that the tenant's security deposit of \$500.00 will be dealt with at the end of the tenancy as per the *Act*.
9. Both parties agreed that this settlement agreement constituted a final and binding resolution of both of their applications and all issues currently under dispute arising from this tenancy.

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, binding and enforceable, which settle all aspects of the issues under dispute at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlords, which is to take effect by 1:00 p.m. on January 11, 2017. The landlords are provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #5 of the above settlement. Should the tenant 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 October 19, 2016, is cancelled and is of no force or effect.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$4,000.00. The tenant is provided with this Order in the above terms and the landlords must be served with a copy of this Order as soon as possible in the event that the landlords do not abide by condition #1 of the above agreement. Should the landlords 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.

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: December 23, 2016

Residential Tenancy Branch