



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL

### Introduction

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

- cancellation of the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property, dated September 17, 2016, pursuant to section 49.

"Landlord LS" and her agent, HG and the tenant 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 LS confirmed that she had authority to speak on behalf of "landlord JS," the other landlord named in this application, who is her brother. Landlord LS confirmed that her agent had authority to speak on behalf of both landlords at this hearing (collectively "landlords"). This hearing lasted approximately 32 minutes in order to allow both parties to fully negotiate a settlement of this claim.

The landlords confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both landlords were duly served with the tenant's application.

The tenant confirmed receipt of the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property, dated September 17, 2016 ("2 Month Notice"). The notice does not state an effective move-out date but the landlords claimed that it should have been November 30, 2016. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlords' 2 Month Notice.

### 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. Both parties agreed that this tenancy will end by 1:00 p.m. on December 10, 2016, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlords' 2 Month Notice, dated September 17, 2016, which is in full force and effect;
3. Both parties agreed that the tenant will pay the landlords \$600.00 for October 2016 rent, according to the following schedule:
  - a. \$300.00 will be paid by December 1, 2016;
  - b. \$300.00 will be paid by December 21, 2016;
4. Both parties agreed that the tenant is 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 tenant will not be required to pay any rent to the landlords for the period from November 1 to 30, 2016;
5. Both parties agreed that the tenant will pay the landlords \$193.55 by January 4, 2017, which the landlords accept as rent for the period from December 1 to 10, 2016;
6. Both parties agreed that the tenant's security deposit of \$300.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
7. The tenant agreed that this settlement agreement constitutes a final and binding resolution of the tenant's 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, 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 landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on December 10, 2016. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on December 10, 2016. 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 September 17, 2016, is in full force and effect.

In order to implement the above settlement reached between the parties, and as advised to them during the hearing, I issue a monetary Order in the landlords' favour in the amount of \$793.55. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant does not abide by conditions #3 and #5 of the above agreement. The tenant must be served with a copy of this Order as soon as possible after the tenant does not abide by conditions #3 and #5 of the above agreement. Should the tenant 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 01, 2016

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Residential Tenancy Branch