



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TMJ HOLDINGS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with the tenants' 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 November 28, 2016, pursuant to section 49.

The landlord, JL ("landlord") and the two tenants, "tenant DL" and "tenant PB," attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that he had authority to speak on behalf of the landlord company named in this application, as an agent at this hearing (collectively "landlords"). This hearing lasted approximately 55 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 and the tenants confirmed receipt of the landlords' written evidence package. In accordance with sections 89 and 90 of the *Act*, I find that both landlords were duly served with the tenants' application and the tenants were duly served with the landlords' written evidence package.

The tenants confirmed receipt of the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property, dated November 28, 2016 ("2 Month Notice"). The notice states an effective move-out date of February 1, 2017. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlords' 2 Month Notice.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to correct the spelling of the landlord's full name, as the landlord consented to this amendment request by the tenants.

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 11:59 p.m. on June 30, 2017, by which time the tenants 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 November 28, 2016;
3. Both parties agreed that the tenants are entitled to one month's free rent compensation of \$750.00, pursuant to section 51 of the *Act* and the landlords' 2 Month Notice, on the following terms:
 - a. Tenant PB will not be required to pay any rent of \$375.00 to the landlords for the period from February 1 to 28, 2017;
 - b. Tenant DL will not be required to pay any rent of \$375.00 to the landlords for the period from June 1 to 30, 2017;
4. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed 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(s) and any other occupants fail to vacate the rental premises by 11:59 p.m. on June 30, 2017. 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 11:59 p.m. on June 30, 2017. 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 13, 2017

Residential Tenancy Branch