



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION ON REQUEST FOR CLARIFICATION**

The applicant has requested a clarification of the Residential Tenancy Branch (“RTB”) decision, dated December 23, 2016 (“original decision”).

Section 78(1)(b) of the *Residential Tenancy Act* (the *Act*) enables the RTB to clarify the decision.

The applicant requested clarification of the following portion of the decision:

*“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” and “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”.*

The applicant requested clarification that the decision does not prevent her “from pursuing the new owners for 2 month's rent if the rental unit isn't used for the reasons indicated on [the] eviction notice”.

In the original decision, I reported the settlement agreement reached between the parties. In that settlement agreement, the parties agreed that the tenancy will end by 1:00 p.m. on January 11, 2017, by which time the tenant and all other occupants will have vacated the rental unit.

During the hearing, the parties discussed monetary compensation from the landlords, as well as a mutual agreement to end this tenancy. The original decision clearly established that this tenancy ended by way of mutual agreement, and not on the basis of the landlords’ 2 Month Notice. The original decision also clearly stated that the tenant would be provided monetary compensation, and that she would not seek any further monetary compensation arising out of the landlords’ issuance of the 2 Month Notice.

Condition 1 of the settlement agreement reads as follows:

*“The landlords agreed to pay the tenant a lump sum payment in the amount of \$4,000.00...”*

Condition 3 of the settlement agreement reads as follows:

*“The tenant agreed that she will not seek further monetary compensation from the landlords for rent-related issues or arising out of the landlords’ issuance of the 2 Month Notice”.*

Condition 6 of the settlement agreement reads as follows:

*“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”.*

This tenancy ended by way of mutual agreement, and not on the basis of the 2 Month Notice, which was withdrawn. The tenant had also agreed that she would not seek further monetary compensation from the landlords arising out of the landlords’ issuance of the 2 Month Notice as both parties had agreed that the landlord would compensate the tenant with a lump sum payment in the amount of \$4,000.00.

I correctly reported the final and binding settlement reached between the parties and this tenancy had ended by way of mutual agreement, and not on the basis of the landlords’ 2 Month Notice.

The original decision stands and I find no reason to issue any further clarification of that decision, a reporting of the final and binding settlement agreement reached between the parties at the December 20, 2016 hearing.

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 27, 2017

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Residential Tenancy Branch