



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC and FF

Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover their filing fee for this application from the landlord 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.

The male tenant (the tenant) testified that he had authority to act on behalf of both tenants and confirmed that the tenants were handed a 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) on January 16, 2017, on the proper Residential Tenancy Branch (RTB) form. The 2 Month Notice identified an incorrect effective date of March 13, 2017, which automatically corrects to March 31, 2017, the earliest possible date which it could take effect. The landlord and her husband had provided two earlier notices that were not on approved RTB forms on January 14, 2017. I find that the landlord served the tenant with the 2 Month Notice on January 16, 2017, in accordance with section 88 of the *Act*.

The landlord and her husband confirmed that on February 17, 2017, the tenants handed them their written notice to end this tenancy on February 27, 2017, pursuant to paragraph 50(1)(a) of the *Act*.

The landlord and her husband confirmed that the tenants provided the landlord with the tenants' dispute resolution hearing package on January 27, 2017. I find that this package was served in accordance with section 89(1) of the *Act*.

Neither party supplied written evidence for this hearing.

Issues(s) to be Decided

Are the tenants entitled to a monetary award for losses arising out of this tenancy? Should any orders be issued with respect to this tenancy? Are the tenants entitled to recover the filing fee for this application from the landlord?

Background and Evidence

This tenancy began as a one-year fixed term tenancy on October 1, 2015. After the expiration of the initial fixed term, the tenancy continued as a periodic tenancy. Monthly rent of \$950.00, is payable in advance on the 1st of each month. The tenants paid a \$475.00 security deposit to the previous landlord. The current landlords purchased this property in August 2016.

The tenants applied for a monetary award of \$950.00 due to the landlord's alleged refusal to allow them to refrain from paying rent during the last month of their tenancy. The tenant maintained that he had to pursue this option as the landlord and her husband had refused to forego one month's rent pursuant to the provisions of section 51(1) of the *Act*. The landlord and her spouse disputed this assertion.

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. The parties agreed that this tenancy ends by 1:00 p.m. on February 27, 2017, by which time the tenants will have vacated the rental premises. This tenancy ends as per the February 17, 2017 notice provided by the tenants to the landlords in accordance with paragraph 50(1)(a) of the *Act*, issued following the tenants' receipt of the landlord's 2 Month Notice.

2. The landlord agreed to pay the tenants \$1,000.00 by 1:00 p.m. on February 27, 2017.
3. The terms of this agreement constituted a final and binding resolution of all issues currently under dispute and arising out of the tenants' application.

Conclusion

In order to give effect to the settlement agreement outlined above, I issue the landlord an Order of Possession to take effect by 1:00 p.m. on February 27, 2017, to be used in the event that the tenants do not abide by the terms of this settlement agreement and their February 17, 2017 notice to end their tenancy. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to give effect to this settlement agreement, I issue a monetary Order in the tenants' favour in the amount of \$1,000.00, to be used in the event that the landlord does not abide by Clause 2 of the settlement agreement as outlined above. Should the tenant(s) 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.

The tenants' security deposit is to be addressed through the standard provisions of the *Act* at the end of this tenancy.

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: February 22, 2017

Residential Tenancy Branch