



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes CNL, OLC, FF

Introduction

A hearing was convened based on the tenant's application pursuant to s. 49 of the *Residential Tenancy Act* (the "Act") for cancellation of the landlords' 2 Month Notice to End Tenancy for Landlord's Use dated January 18, 2017 (the "2 Month Notice"), for an order requiring the landlords to comply with the Act, regulation, or tenancy agreement, and for recovery of the application filing fee.

Both landlords and the tenant attended. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Also at the outset of the hearing the tenant advised that the other named applicant was not a tenant but an agent who would have attended in the tenant's absence had the hearing been held while the tenant was away. I have removed that other applicant's name from the style of cause to reflect this.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below. Accordingly, I have made no findings of fact with respect to the 2 Month Notice.

1. The landlords withdraw the 2 Month Notice.

2. The tenant withdraws the application to dispute the 2 Month Notice.
3. The tenancy will end at 1:00 pm on March 31, 2017.
4. The tenant will not pay rent for the month of March in full satisfaction of the landlords' obligations under s. 51(1) of the Act.
5. The landlords will pay the tenant an additional months' rent in the amount of \$850.00 on or before March 31, 2017 and the tenant agrees to waive any claim against the landlords under s. 52 of the Act.
6. The landlords will return the tenant's security deposit in the amount of \$420.00 on or before March 31, 2017.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy earlier or apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: March 02, 2017

Residential Tenancy Branch