



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TRINITY PRESBYTERIAN CHURCH  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL, OLC, FF

### Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated February 27, 2017 ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The "female tenant" did not attend this hearing, which lasted approximately 58 minutes. The landlord's three agents, RC, PK and EW (collectively "landlord"), the landlord's lawyer, the male tenant ("tenant") and both tenants' agent 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's three agents confirmed that they had authority to speak on behalf of the landlord named in this application at this hearing (collectively "landlord"). The landlord's lawyer confirmed that she had authority to speak on behalf of the landlord named in this application at this hearing. The tenant confirmed that he had authority to speak on behalf of the female tenant named in this application. The tenants' agent confirmed that she had authority to speak on behalf of both tenants at this hearing.

The landlord's lawyer confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants' agent confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application and both tenants were duly served with the landlord's written evidence package.

The tenants' agent confirmed that a copy of excerpts from a coroner's report was sent late to the landlord and the Residential Tenancy Branch ("RTB"). The landlord's lawyer

confirmed receipt of the document. I did not receive it at the RTB. As this matter settled, this evidence was not considered in any event and I do not find it necessary to make any findings regarding service of it to the RTB.

The tenants' agent confirmed receipt of the landlord's 2 Month Notice. A copy of the notice was provided for this hearing. The effective move-out date on the notice is May 3, 2017. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 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 and orders. 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 June 15, 2017, by which time the tenant(s) and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated February 27, 2017;
3. The landlord agreed that the tenants are entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the landlord's 2 Month Notice;
4. The landlord agreed that the tenants are not required to pay any rent to the landlord for the period from April 1 to June 15, 2017;
5. The landlord agreed to return the tenants' April 2017 rent cheque to the tenants by April 19, 2017;
6. The landlord agreed to pay the tenants \$100.00 for the application filing fee by April 19, 2017;
7. The tenant agreed that this settlement agreement constitutes a final and binding resolution of the tenants' 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.

The landlord's three agents and their lawyer confirmed that they agreed and understood that the landlord named in this application is bound by the terms of this settlement agreement and that they had authority as agents to make this agreement on its behalf.

### 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 landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 15, 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 1:00 p.m. on June 15, 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.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenants' favour in the amount of \$100.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlord fails to abide by condition #6 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord 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: April 12, 2017

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Residential Tenancy Branch