



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This hearing dealt with the tenant's 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 February 20, 2017 ("2 Month Notice"), pursuant to section 49;
- authorization to recover the filing fee for this application, pursuant to section 72.

The individual landlord ST ("landlord") and the "landlords' agent" RT (collectively "landlords") and the tenant 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 she was the co-director and co-owner of the landlord company named in this application, as well as a co-manager of the rental building, and that she had authority to speak on its behalf. She also provided permission for the landlords' agent, who is the co-manager for the rental building, to speak on her behalf and the landlord company's behalf at this hearing. This hearing lasted approximately 62 minutes in order to allow both parties to negotiate a full settlement of this application.

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

The tenant confirmed receipt of the landlords' 2 Month Notice. A copy of the notice was provided for this hearing. The effective move-out date on the notice is April 30, 2017. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlords' 2 Month Notice.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to add the name of the landlord company as a landlord-respondent. The landlord company is the only landlord named on the 2 Month Notice that was issued to the tenant. The landlord confirmed that she deals with the tenant as an agent for the company but the company owns the rental unit and should be

named as a landlord in this application. The landlord consented to this amendment request by the tenant.

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 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 1:00 p.m. on August 15, 2017, by which time the tenant 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 February 20, 2017;
3. The landlords agreed that the tenant is entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the landlords' 2 Month Notice, on the following term:
 - a. The landlords agreed that the tenant is not required to pay any rent to the landlords for the period from April 1 to 30, 2017;
4. The landlords agreed to return the tenant's two April 2017 rent cheques to the tenant and to not cash these cheques;
5. Both parties agreed that the tenant is required to pay rent of \$1,005.00 per month to the landlords for the period from May 1 to July 31, 2017, and the tenant agreed to provide the landlords with post-dated cheques for the above time period;
6. Both parties agreed that the tenant is entitled to a rent reduction of \$251.25 for the period from August 1 to 15, 2017, as reimbursement from the landlords to the tenant for parking at the rental unit;
7. Both parties agreed that the tenant is only required to pay rent of \$251.25 to the landlords for the period from August 1 to 15, 2017 and the tenant agreed to provide the landlords with a post-dated cheque for the above time period;
8. The landlords agreed, at their own cost, to inspect and replace the window screen at the rental unit by May 7, 2017;
9. The landlords agreed to pay the tenant \$50.00, which represents half of the cost of the \$100.00 application filing fee, by way of reducing the tenant's rent payable to the landlords on May 1, 2017;
10. The tenant agreed to bear the cost of \$50.00, which represents half of the \$100.00 application filing fee;
11. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application.

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.

Both landlords confirmed that they agreed and understood that the landlord company 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 landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 15, 2017. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 15, 2017. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order the tenant to deduct \$50.00 from his May 2017 rent payable to the landlords for this tenancy and this rental unit, to account for half of the application filing fee award.

I order the tenant to deduct \$251.25 from his August 2017 rent payable to the landlords for this tenancy and this rental unit, to account for parking reimbursement at the rental unit.

I order the landlords, at their own cost, to inspect and replace the window screen at the rental unit by May 7, 2017.

The tenant must bear the cost of the remaining \$50.00 of the application filing fee.

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 13, 2017

Residential Tenancy Branch