



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

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

- cancellation of the landlord's two 2 Month Notices to End Tenancy for Landlord's Use of Property, dated February 28, 2017 and March 28, 2017 ("two 2 Month Notices"), pursuant to section 49.

The two tenants and their advocate, SW (collectively "tenants") and the landlord 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 tenants confirmed that their advocate had authority to speak on their behalf at this hearing and they provided a written letter with their application confirming this. This hearing lasted approximately 42 minutes in order to allow both parties to fully negotiate a settlement of this claim.

The landlord confirmed receipt of the tenants' application for dispute resolution package and the tenants 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 the tenants were duly served with the landlord's written evidence package.

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

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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 this tenancy will continue on a month-to-month basis until the tenancy is ended in accordance with the *Act*, with monthly rent of \$630.00 due on the first day of each month, until the rent is changed in accordance with the *Act*;
 - a. Both parties (the two tenants and the landlord) agreed to sign a written tenancy agreement by May 31, 2017, for a month-to-month tenancy with monthly rent of \$630.00 due on the first day of each month, effective by June 1, 2017;
 - b. The landlord agreed to indicate on the written tenancy agreement that the security deposit has already been paid by the tenants;
2. Both parties agreed that the tenants will temporarily vacate the rental unit by 1:00 p.m. on July 31, 2017, in order for the landlord to perform required repairs to the rental unit;
3. Both parties agreed that the tenants will pay the landlord rent of \$630.00 per month on the first day of each month for the period from June 1 to July 31, 2017;
 - a. The tenants agreed to speak to welfare and have their monthly rent payments issued in the landlord's name, rather than the former landlord's name, and both parties agreed to sign the required shelter document by May 31, 2017, indicating the above information;
4. Both parties agreed that the tenants will not be required to pay any rent to the landlord during the time when the rental unit is under repairs by the landlord from August 1, 2017 until the repairs end;
5. The landlord agreed to notify the tenants when the repairs to the rental unit are complete, repairs of which the landlord agreed will last no more than three months from August 1, 2017;
6. Both parties agreed that after the repairs to the rental unit are complete, the tenants will move back into the rental unit and continue their tenancy as per the terms of their written tenancy agreement in condition #1 above;
7. The landlord agreed that her two 2 Month Notices, dated February 28, 2017 and March 28, 2017, are cancelled and of no force or effect;
8. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

Conclusion

I order both parties to comply with the above settlement terms.

The landlord's two 2 Month Notices, dated February 28, 2017 and March 28, 2017, are cancelled and of no force or effect.

I order that this tenancy continues on a month-to-month basis until the tenancy is ended in accordance with the *Act*, with monthly rent of \$630.00 due on the first day of each month, until the rent is changed in accordance with the *Act*.

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: May 17, 2017

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