



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KANDOLA VENTURES INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49 of the *Act*.

Both the tenants and the landlord appeared at the hearing. Agent, J.F., also appeared with the landlord at the hearing. Both parties 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 landlord confirmed receipt of the tenants' application for dispute resolution hearing package ("Application") and evidentiary package on May 14, 2017. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with copies of the tenants' application and evidence.

The tenants confirmed that they received the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice), with an effective date of June 30, 2017, which was posted on the door of the tenants' rental unit on May 1, 2017. Accordingly, I find that the 2 Month Notice was served to the tenants in accordance with section 88 of the *Act*.

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, 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 tenants agreed to temporarily vacate the rental unit by July 31, 2017 and return on November 1, 2017 in order to allow the landlord to complete renovations at the rental unit.
2. Both parties agreed that the tenants are not required to pay the landlord any rent for this tenancy for the period from August 1, 2017 to October 31, 2017.
3. The tenants agreed that they will bear any costs and expenses incurred by them while they are not living at the rental unit from July 31, 2017 to October 31, 2017.
4. Both parties agreed that this tenancy will continue under the terms of the original tenancy agreement as of November 1, 2017 and that the tenants will pay the landlord the same amount of rent of \$771.00 per month when they return to the rental unit on November 1, 2017. This rent will remain in effect until the rent is legally changed in accordance with the *Act*.
5. The landlord agreed that his 2 Month Notice dated May 1, 2017 is cancelled and of no force or effect.
6. Both parties agreed that the tenants will not receive any compensation from the landlord under section 51 of the *Act* pursuant to the 2 Month Notice dated May 1, 2017.
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenants' application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

I order the tenants to temporarily vacate the rental unit by July 31, 2017 and to return on November 1, 2017.

The tenants are not required to pay any rent to the landlord from August 1, 2017 to October 31, 2017. The tenants are required to pay for their own costs and expenses during this time.

The landlord's 2 Month Notice, dated May 1, 2017, is cancelled and of no force or effect. The tenants will not receive any compensation from the landlord pursuant to section 51 of the Act or the 2 Month Notice.

I order that this tenancy continues under the terms of the original tenancy agreement as of November 1, 2017 onwards and that the tenants will pay the landlord the same amount of rent of \$771.00 per month until the rent is legally 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: June 23, 2017

Residential Tenancy Branch