



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI CNQ CNL MNDC OLC FF

Introduction

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

- cancellation of the landlords' 2 Month Notice to End Tenancy for Landlords' Use of Property ("2 Month Notice"), pursuant to section 49;
- cancellation of the landlords' 2 Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Housing, pursuant to section 49;
- an order requiring the landlords to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- a determination regarding their dispute of an additional rent increase by the landlords pursuant to section 43;
- a monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlords pursuant to section 72.

All parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions. The landlord MR's realtor, PK, testified on behalf of MR in this hearing.

The landlords confirmed receipt of the tenants' application for dispute resolution ('application'). In accordance with section 89 of the *Act*, I find that the landlords were duly served with the tenants' application. As all parties confirmed receipt of each other's evidentiary materials, I find that these documents were duly served in accordance with section 88 of the *Act*.

As the tenants confirmed receipt of the 2 Month Notice on May 1, 2017, I find that this document was duly served to the tenants in accordance with section 88 of the *Act*.

At the beginning of the hearing the tenants indicated that they had selected CNQ as a dispute code on their online application in error. Only one 2 Month Notice was served to the tenants, and accordingly, this portion of the tenants' application is withdrawn.

It was clarified in the hearing that RI is the new landlord in this tenancy, who will take possession of the home on July 1, 2017 from the current landlord MR. All parties confirmed that the tenants' security deposit of \$475.00 will be transferred to the new landlord upon possession.

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.

All parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. All parties agreed that the tenants' rent for the month of June 2017 will be waived in compensation for the end of this tenancy.
2. All parties agreed that monthly rent in the amount of \$1,050.00, will be payable to the new landlord on July 1, 2017.
3. All parties agreed that the tenants' security deposit of \$475.00 will be dealt with according to the *Act* at the end of the tenancy by the new landlord and the tenants.
4. All parties entered into a mutual agreement that this tenancy will end on July 31, 2017 at 1:00 p.m., by which date the tenants and any other occupants will have vacated the rental unit.
5. The landlords withdrew the 2 Month Notice dated April 30, 2017.
6. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlords' 2 Month Notice, dated April 30, 2017.
7. Both parties agreed that this settlement agreement constituted of a final and binding resolution of the tenants' application, and all matters under dispute at this time.

These particulars comprise the full and final settlement of all aspects of this dispute for all parties. All parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. All 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

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlords, which is to take effect by 1:00 p.m. on July 31, 2017. The landlords are provided with this Order in the above terms and the tenants must be served with this Order in the event that the tenants do not abide by condition #4 of the above settlement. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlords' 2 Month Notice, dated April 30, 2017, is cancelled and is of no force or effect.

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 9, 2017

Residential Tenancy Branch