



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This hearing was convened by way of a conference call in response to the Tenants' Application for Dispute Resolution (the "Application") filed on May 8, 2017 to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice") dated April 25, 2017.

The Tenants, the Landlord, and an agent for the Landlord appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenants' Application by personal service. No issues were raised by the parties with respect to the service of each other's evidence prior to the hearing pursuant to the *Residential Tenancy Act* (the "Act") and the Residential Tenancy Branch Rules of Procedure.

At the start of the hearing, I determined that the Tenants had applied to dispute the 2 Month Notice within the 15 day time limit provided for by Section 49(8) of the Act.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

Section 63 of the Act, allows an Arbitrator to 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.

After the parties had finished providing their evidence during the hearing, I offered the parties an opportunity to voluntarily settle the matter by way of mutual resolution. Both parties were given an opportunity to consult privately during the hearing. As a result, the parties agreed to end the tenancy by mutual agreement with a financial incentive. The terms and agreement entered into by the parties is laid out as follows.

Settlement Agreement

The parties agreed to withdraw the 2 Month Notice and the Application and end the tenancy by mutual agreement on **July 15, 2017**. The Landlord is issued with an Order of Possession which is effective at 1:00 p.m. on July 15, 2017. This order may be enforced **only if** the Tenants fail to vacate the rental unit by the agreed date.

In return, the Tenants will receive compensation by withholding rent in the amount of \$1,200.00 which would have otherwise been payable on June 19, 2017. This will then take them to the end of the tenancy on July 15, 2017.

In addition, the Landlord agreed to provide to the Tenants the return of \$600.00 in their security deposit and \$50.00 towards the filing fee paid on July 15, 2017. This will ensure that the Tenants will have monies available to them on July 15, 2017 to pay a deposit for their next tenancy. The Tenants are issued with a Monetary Order for the amount of \$650.00 if the Landlords fail to make payment. This order is enforceable in the Small Claims Division of the Provincial Court.

The Tenants were cautioned about their obligation to return the rental unit back to the Landlord vacant, clean, and undamaged at the end of the tenancy. As the Landlord agreed to return the Tenants' security deposit on the last day of the tenancy, the Landlord still retains the right to file a separate application for remedy to any damage to the rental unit at the end of the tenancy.

The parties confirmed their voluntary agreement and understanding of resolution in this manner both during and at the conclusion of the hearing. This file is now closed. This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 12, 2017

Residential Tenancy Branch