



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 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 , and a return of the filing fee pursuant to section 72 of the *Act*.

The landlords' agent, T.L. (the "landlord"), testified on behalf of the landlords in this hearing and was given full authority to do so by the landlords, while only tenant M.D.T. (the "tenant") appeared for the tenants. 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 evidence by hand on July 12, 2017. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served copies of the tenants' application and evidence. The tenant confirmed receipt of the landlords' evidence. In accordance with section 88 of the *Act*, I find the tenants duly serve with the landlords' evidence.

The landlord gave undisputed sworn testimony that the 2 Month Notice with an effective date of August 31, 2017, was personally served to the tenant on June 26, 2017. Accordingly, I find that the 2 Month Notice was served to the tenant 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. Both parties agreed that this tenancy shall end by way of the 2 Month Notice issued on June 26, 2017. The landlord agreed to allow the tenants to remain in the rental unit until 1:00 P.M. on September 18, 2017.
2. The tenants agreed to pay the landlord a prorated rent of \$1,107.00 in satisfaction for the 18 days they will be in occupation of the rental unit during September 2017.
3. The landlords still holds the tenants' security deposit in the amount \$950.00. The security deposit will be dealt with according to the *Act* at the end of the tenancy.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's 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

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 September 18, 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 #1 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.

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: August 14, 2017

Residential Tenancy Branch