



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      DRI, CNR, CNC, MNDC, OLC, FF

### Introduction

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

- an order regarding a disputed additional rent increase, pursuant to section 43;
- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated October 8, 2017 ("10 Day Notice"), pursuant to section 46;
- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 47;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The female tenant did not attend this hearing, which lasted approximately 58 minutes. The male tenant and the two landlords ("male landlord" and "female landlord" and collectively "landlords") 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 male tenant confirmed that he had authority to speak on behalf of the female tenant named in this application, as an agent at this hearing (collectively "tenants").

The male landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the male tenant confirmed receipt of the landlords' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that both landlords were duly served with the tenants' application and both tenants were duly served with the landlords' written evidence package.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to correct the spelling of the female landlord's surname, as the female landlord consented to this amendment during the hearing.

## 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 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 landlords agreed to issue a 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice") to the tenants by January 8, 2018 on the following terms;
  - a. The female landlord agreed to meet the male tenant at 2:00 p.m. on January 8, 2018, in order for the female landlord to serve the male tenant (which satisfies service for both tenants) with the above landlords' 2 Month Notice;
  - b. Both parties agreed that the date of the 2 Month Notice will be January 8, 2018 and the effective move-out date on the notice will be March 31, 2018;
  - c. Both parties agreed that the reason that will be checked off on the landlords' 2 Month Notice will be:
    - i. *"The landlord has all necessary permits and approvals required by law to demolish the rental unit, or renovate or repair the rental unit in a manner that requires the rental unit to be vacant."*
2. Both parties agreed that this tenancy will end by 1:00 p.m. on March 31, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
  - a. Both parties agreed that this tenancy will be ending pursuant to the landlords' 2 Month Notice, dated January 8, 2018;
3. The landlords agreed that the tenants are entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the landlords' 2 Month Notice on the following term:
  - a. the tenants will not be required to pay any rent to the landlords from March 1 to 31, 2018;
4. The landlords agreed that the tenants have paid rent in full up to and including January 31, 2018;
  - a. the male tenant confirmed that he had not cancelled the tenants' last e-transfer rent payment to the landlords for January 2018 in the amount of

\$950.00 and the landlords confirmed that they would accept this payment on January 2, 2018 in full satisfaction of all outstanding rent from January 1 to 31, 2018;

5. Both parties agreed that the tenants are required to pay monthly rent of \$1,050.00 to the landlords for February 2018;
6. Both parties agreed that the tenants' security deposit of \$800.00, which the landlords still have in their possession, will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
7. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
8. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed 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 advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlords **only** if the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 31, 2018. The tenants must be served with this Order in the event that the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 31, 2018. 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 tenants must bear the cost of the \$100.00 filing fee paid for this application.

I order the tenants to reduce their monthly rent for March 2018 by \$1,050.00, so that they are not required to pay any rent to the landlords for that month.

I order the landlords to issue the tenants with a 2 Month Notice in accordance with the terms in condition #1 above.

The tenants' security deposit of \$800.00 will be dealt with at the end of this tenancy in accordance with section 38 of 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: January 02, 2018

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Residential Tenancy Branch