



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROWN BROS AGENCIES LTD.  
HEADWATER PROJECTS INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL, FF

### Introduction

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

- cancellation of the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property, dated November 7, 2017 ("2 Month Notice"), pursuant to section 49;
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlords' agent ("landlord"), the tenant and the tenant's advocate 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 landlord confirmed that she was the property manager for landlord company BBAL, who was the agent for the owner landlord company HPI. She stated that she had permission to speak on behalf of both landlords as an agent at this hearing (collectively "landlords"). The tenant confirmed that his advocate had permission to speak on his behalf at this hearing. This hearing lasted approximately 22 minutes.

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

### Settlement Terms

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 their dispute:

1. The landlord agreed that the landlords' 2 Month Notice, dated November 7, 2017, was cancelled and of no force or effect;
2. Both parties agreed that this tenancy is continuing until it is ended in accordance with the *Act*;
3. The landlords agreed to pay the tenant \$100.00 for this application filing fee by way of reducing the tenant's future rent due to the landlords for this tenancy;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application made at this hearing.

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

The landlords' 2 Month Notice, dated November 7, 2017, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

I order the tenant to reduce his future rent due to the landlords for this tenancy by \$100.00, in full satisfaction of the monetary award for the application filing fee.

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: February 07, 2018

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Residential Tenancy Branch