



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 479711 ALBERTA LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, OLC

Introduction

This hearing dealt with the tenants' 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 30, 2017 ("2 Month Notice"), pursuant to section 49; and
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62.

The individual landlord ("landlord") and the two tenants, male tenant ("tenant") and "female tenant" 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 resident manager for the landlord company named in this application and that she had permission to speak on its behalf as an agent. The tenant confirmed that he had authority to speak on the female tenant's behalf as an agent; the female tenant did not testify at this hearing.

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

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to add the landlord company as a landlord-respondent, as the landlord consented to this amendment. Both parties agreed that the landlord company was the landlord that issued the 2 Month Notice to the tenants, it was the owner of the rental unit and the landlord is just the agent for the owner. The landlord confirmed that, as an agent for the company, she had permission to add it as a respondent to this proceeding.

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 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 will end by 1:00 p.m. on May 15, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
 - a. Both parties agreed that this tenancy is ending pursuant to the landlords' 2 Month Notice, dated November 30, 2017;
2. 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 according to the following term:
 - a. The tenants are not required to pay any rent to the landlords from April 15 to May 15, 2018;
3. Both parties agreed that the tenants will pay pro-rated rent of \$506.75, which the landlords agreed to accept for the rent period from April 1 to 14, 2018;
4. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their 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

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 May 15, 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 May 15, 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.

I order the tenants to reduce their rent owed to the landlords from April 15 to May 15, 2018, such that they are not required to pay any rent to the landlords for this time period.

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 21, 2018

Residential Tenancy Branch