



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with the tenants' application pursuant to section 49 of 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).

Both parties attended the hearing and 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.

As the tenants confirmed that they were handed the landlord's 2 Month Notice on December 31, 2017, I find that the tenants were duly served with that Notice in accordance with section 88 of the *Act*.

As the landlord confirmed that they received by registered mail a copy of the tenants' dispute resolution hearing package on or about January 9, 2018, I find that the landlord was duly served with that package in accordance with section 89 of the *Act*. Since both parties confirmed receipt of one another's written evidence, I find that this material was also duly served in accordance with section 88 of the *Act*.

At the beginning of this hearing, the landlord advised that the spelling of his first name was as noted above and not as was indicated on the tenants' application for dispute resolution. The landlord's first name has been revised in accordance with this testimony and pursuant to the powers delegated to me under the *Act*.

Issues(s) to be Decided

Should the landlord's 2 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

This tenancy began about twelve years ago. The current landlord purchased this property in July 2017. Monthly rent for this periodic tenancy is set at \$650.00, payable in advance on the first of each month. I heard undisputed sworn testimony from the tenants that they paid a \$325.00 security deposit when this tenancy began. The parties agreed that the tenants have not paid any portion of their February 2018 rent, pending the outcome of this hearing.

The landlord's 2 Month Notice seeking an end to this tenancy on March 1, 2018, and entered into written evidence, identified the following reason for seeking an end to this tenancy:

- *The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant...*

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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their dispute:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on April 30, 2018, by which time the tenants will have surrendered vacant possession of the rental unit to the landlord.
2. The landlord agreed to withdraw the 2 Month Notice issued to the tenants on December 31, 2017, which both parties agreed is no longer in effect.
3. Both parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the 2 Month Notice.
4. The tenants agreed to pay the landlord their monthly rent of \$650.00, by the end of the day on February 9, 2018.
5. The tenants also agreed to pay their scheduled rent for March and April 2018 on time.

6. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenants' application and all issues currently in dispute arising out of this tenancy at this time and that they did so of their own free will and without any element of force or coercion.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant(s) do not vacate the rental premises by 1:00 p.m. on April 30, 2018, in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with an Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give effect to the settlement agreement between the parties, the landlord's 2 Month Notice is set aside and of no continuing force or effect. This tenancy ends on the basis of the mutual agreement to end tenancy entered into between the parties at this hearing.

I order the tenants to pay their February rent by 5:00 p.m. on February 9, 2018, and their March and April 2018 in accordance with the terms of their tenancy agreement by the end of the day on the first of each month.

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 08, 2018

Residential Tenancy Branch