



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT

Introduction

On February 15, 2018, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a 2 Month Notice to End Tenancy for Landlords’ Use (the “Notice”), dated January 31, 2018 and to recover the cost of the Filing Fee. The matter was set for a hearing via conference call.

On April 5, 2018, the Landlords submitted evidence to the Residential Tenancy Branch to advise that they were withdrawing the Notice. They provided a picture of the Withdrawal Letter posted to the Tenant’s door to confirm service to the Tenants.

Both the Landlords and Tenant attended the hearing and before they were affirmed and given instructions for the proceedings, the Landlords confirmed that they were canceling the Notice and would be attempting to sell the rental unit, without doing any prior renovations.

The issue of compensation for the Filing Fee was still outstanding and during the preliminary communications between the Landlords and Tenant, it became evident there were further concerns between them. I offered the opportunity to facilitate an informal conversation between the Tenant and Landlords to determine whether they could come to an agreement of terms before embarking with a formal hearing.

Section 63 of the Act allows an Arbitrator to 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. Accordingly, I assisted the parties to resolve this dispute and their resolution is set out below.

Settlement Agreement

The Landlords and Tenant confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of the Tenants' Application.

1. The Landlords withdrew the 2 Month Notice to End Tenancy.
2. The Landlords agreed to compensate the Tenants for the cost of the Filing Fee in the amount of \$100.00.
3. The Tenants may deduct \$100.00 from a future rental payment as reimbursement for the Filing Fee.
4. The Landlords agree to give the Tenants proper notice for any future showings of the rental unit (See Section 29(1) of the Act below).
5. The Tenants agree to continue being compliant with the showing requests.
6. This Application is now closed.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlord and the Tenants both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

During the settlement discussion, the following sections of the Act were referred to and have been reproduced as a reference for the parties.

Landlord's right to enter rental unit restricted

29 (1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
 - (i) the purpose for entering, which must be reasonable;
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

Landlord's notice: Landlord's use of property

49(5) A landlord may end a tenancy in respect of a rental unit if

- (a) the landlord enters into an agreement in good faith to sell the rental unit,

- (b) all the conditions on which the sale depends have been satisfied, and
- (c) the purchaser asks the landlord, in writing, to give notice to end the tenancy on one of the following grounds:
 - (i) the purchaser is an individual and the purchaser, or a close family member of the purchaser, intends in good faith to occupy the rental unit;
 - (ii) the purchaser is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.

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: April 20, 2018

Residential Tenancy Branch