



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, FFT

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 March 13, 2018 ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The two landlords (male and female) and the 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 female landlord did not testify at this hearing and the male landlord ("landlord") represented her as an agent (collectively "landlords"). This hearing lasted approximately 40 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenants' 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.

The landlord testified that he served the tenant with the landlords' written evidence package and provided a tracking number for same. He stated that the tenant refused the mail. The tenant stated that either she or whoever picks up her mail, refuses it if she has not ordered the mail herself. As this matter settled between the parties, I decline to record findings regarding service of the landlords' written evidence package, as I was not required to consider it or make a decision regarding this 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 all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on June 30, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
 - a. Both parties agreed that the tenant is permitted to vacate the rental unit earlier than 1:00 p.m. on June 30, 2018, provided that she first gives at least 5 days' written notice to the landlords, by way of email;
 - b. Both parties agreed that this tenancy is ending pursuant to the landlords' 2 Month Notice, dated March 13, 2018;
2. The landlords agreed that the tenant is 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 tenant is not required to pay any rent to the landlord from June 1 to 30, 2018, which has already been enforced by the parties;
3. The tenant agreed to remove her items from the storage in the basement of the rental house property by 1:00 p.m. on June 30, 2018;
4. Both parties agreed that the tenant's security deposit of \$500.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
5. The tenant agreed to properly mow and water the grass at the rental property, prior to vacating the rental unit, in accordance with the parties' written addendum to the tenancy agreement;
6. Both parties agreed to abide by section 29 of the *Act*, prior to the landlords' entry into the rental unit;
7. The tenant agreed to bear the cost of \$50.00, which represents half the cost of the filing fee paid for this application;
8. The landlords agreed to reimburse the tenant \$50.00, which represents half the cost of the filing fee paid for this application, by way of e-transfer by June 8, 2018;

9. Both parties agreed to use and reference the move-in condition inspection report from the previous landlord, when completing the move-out condition inspection report;
 - a. The tenant agreed to clean the carpets before vacating the rental unit but the landlords agreed that they are aware that there are stains in the carpet that do not come out and that the carpets need to be replaced, as noted in the move-in condition inspection report;
10. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application 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 tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 30, 2018. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 30, 2018. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$50.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlords fail to pay the tenant \$50.00 as per condition #8 of the above agreement. The landlords must be served with a copy of this Order. Should the landlords fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The tenant must bear the cost of \$50.00, which represents half the cost of the application filing fee.

The tenant's security deposit of \$500.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

I order both parties to comply with all of the above settlement terms.

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: June 08, 2018

Residential Tenancy Branch