



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated March 25, 2018 ("2 Month Notice"), pursuant to section 49;
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord and the two tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 29 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenants' application. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' 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 his 2 Month Notice, dated March 25, 2018, is cancelled and of no force or effect;

2. Both parties agreed that this tenancy is continuing as per the terms of the original written tenancy agreement, until it is ended in accordance with the *Act*;
3. The landlord agreed to reimburse the tenants for the cost of the \$100.00 filing fee paid for this application, by way of reducing the tenants' July 2018 rent by \$100.00 so that the tenants owe \$1,700.00 to the landlord for that month;
4. The tenants agreed to continue to pay rent to the landlord by way of cheques which can be given personally to the landlord's concierge or sent by mail to the landlord, after which the tenants will notify the landlord;
5. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their 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

The landlord's 2 Month Notice, dated March 25, 2018, is cancelled and of no force or effect.

This tenancy continues as per the terms of the original written tenancy agreement, until it is ended in accordance with the *Act*.

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 13, 2018

Residential Tenancy Branch