



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT

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 April 14, 2018 ("2 Month Notice"), pursuant to section 49; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Tenant BK" did not attend this hearing, which lasted approximately 51 minutes. The two landlords, landlord RG ("landlord") and "landlord GL," and tenant CK ("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 tenant confirmed that she had permission to speak on tenant BK's behalf as an agent at this hearing. The landlord confirmed that he had permission to speak on landlord GL's behalf as an agent at this hearing, as landlord GL only participated in a portion of the proceeding.

The landlords confirmed receipt of the tenants' application for dispute resolution hearing package and the tenant confirmed receipt of the landlords' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that both landlords were duly served with the tenants' application and both tenants were duly served with the landlords' written evidence package.

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 September 23, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
 - a. The landlords agreed that if the tenants vacate on September 23, 2018, they are only required to pay prorated rent of \$1,142.00 to the landlords, which satisfies all rent owed to the landlords from September 1 to 30, 2018;
2. Both parties agreed that the tenants are permitted to vacate the rental unit earlier than 1:00 p.m. on September 23, 2018, provided that they first give at least two weeks written notice to the landlords, by way of email;
 - a. The landlords agreed to prorate the tenants' rent according to when they vacate the rental unit;
3. Both parties agreed that this tenancy is ending pursuant to the landlords' 2 Month Notice, dated April 14, 2018;
4. 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 on the following term:
 - a. The tenants are not required to pay any rent to the landlords from July 1 to 31, 2018;
5. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. 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

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 September 23, 2018. The tenants 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 September 23, 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.

The tenants must bear the cost of the \$100.00 filing fee paid for this application.

I order that the tenants are not required to pay any rent to the landlords from July 1 to 31, 2018.

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 20, 2018

Residential Tenancy Branch