



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, CNR, 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 25, 2018 ("2 Month Notice"), pursuant to section 49; and
- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated April 27, 2018 ("10 Day Notice"), pursuant to section 46; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Landlord RD" did not attend this hearing, which lasted approximately 26 minutes. Landlord MM ("landlord") 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 landlord confirmed that she had permission to speak on landlord RD's behalf as an agent at this hearing.

The landlord confirmed receipt of the tenant's 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 tenant's application and the tenant was 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 30, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenant is permitted to vacate the rental unit earlier than 1:00 p.m. on September 30, 2018, provided that she first gives at least one day's written notice to the landlords;
 - a. The landlords agreed to prorate the tenant's rent according to when she vacates the rental unit;
3. Both parties agreed that this tenancy is ending pursuant to the landlords' 2 Month Notice, dated April 25, 2018;
 - a. Both parties agreed that the date on the 2 Month Notice was incorrectly recorded as June 25, 2018, when it should read April 25, 2018;
4. 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 landlords from July 1 to 31, 2018;
5. The tenant agreed that she will not audio record or video record any other occupants in the rental building and/or the landlords, immediately as of June 21, 2018;
6. The landlords agreed to provide the tenant with proper access to the storage unit at the rental property;
7. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
8. The tenant 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. 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 September 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 September 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.

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

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

The landlords' 10 Day Notice, dated April 27, 2018, is cancelled and of no force or effect.

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 25, 2018

Residential Tenancy Branch