



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, AAT, 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 August 19, 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;
- an order to allow access to or from the rental unit or site for the tenants or the tenants' guests, pursuant to section 70; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Landlord LH" did not attend this hearing, which lasted approximately 20 minutes. The three individual landlords, landlord MT ("landlord"), "landlord KT" and "landlord CT," 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. The landlord confirmed that he had permission to speak on behalf of landlord LH, who is the owner of the rental unit. Landlord LH provided a signed, written authorization to this effect.

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 all landlords were duly served with the tenants' application.

The landlord stated that the landlords' written evidence package was not served to the tenants. The tenants confirmed that they did not receive any written evidence from the landlords. As the parties settled this matter between themselves, I do not find it necessary to record findings of service regarding the landlords' written evidence, as I was not required to consider it.

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, except for the application filing fee.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time, except for the application filing fee:

1. Both parties agreed that this tenancy will end by 7:00 p.m. on October 31, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlords' 2 Month Notice, dated August 19, 2018;
3. 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 were not required to pay any rent to the landlords from October 1 to 31, 2018;
4. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing, except for the application filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, except for the application filing fee. 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, except for the application filing fee.

As both parties were unable to settle the tenants' application to recover the \$100.00 filing fee, the tenants asked that I make a decision regarding this claim. Since I was not required to make a decision on the merits of the tenants' application after a full hearing and both parties settled this matter between themselves, I dismiss the tenants' application to recover the filing fee without leave to reapply.

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 landlord(s) **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 7:00 p.m. on October 31, 2018. The tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 7:00 p.m. on October 31, 2018. Should the tenant(s) 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 are not required to pay any rent to the landlords from October 1 to 31, 2018.

The tenants' application to recover the \$100.00 filing fee is dismissed without leave to reapply.

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: October 24, 2018

Residential Tenancy Branch