



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MOUNT SEYMOUR LIONS HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNQ MT FFT

Introduction

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

- cancellation of the landlord's Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit (Two Month Notice), pursuant to section 49.1 of the *Act*;
- more time to cancel a notice pursuant to section 66 of the *Act*; and
- the recovery of the filing fee for this application from the landlord pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Tenant C.C. attended on behalf of the tenants, with her daughter M.C. as an assistant.

As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenants' application for dispute resolution and evidence, served on the landlord by Canada Post registered mail. The tenant confirmed receipt of the landlord's evidence served in person. Based on the undisputed testimonies of the parties, I find that the landlord was served with the tenants' application for dispute resolution in accordance with section 89 of the *Act*.

Issue(s) to be Decided

Does the tenant have grounds to request an extension of time to dispute the Two Month Notice or is the tenant conclusively presumed to have accepted that the tenancy ended on the effective date of the Two Month Notice?

Is the landlord entitled to an Order of Possession on the basis of the Two Month Notice meeting the form and content requirements of section 52 of the *Act*?

Analysis

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 or an order. 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 the issue currently under dispute at this hearing:

1. The tenants agree to return possession of the rental unit to the landlord by no later than 5:00 p.m. on December 7, 2018.
2. The landlord agrees that the tenants are provided with use and occupancy of the rental unit from December 1 to 7, 2018 at no cost.
3. The landlord agrees to dispose of the tenants' unwanted furniture and belongings.
4. The landlord agrees to return the tenants' security and pet damage deposits in the amount of \$1,048.00, plus any applicable interest payable, by cheque provided to the tenants on December 7, 2018 by 5:00 p.m. once the condition inspection of the rental unit has been completed and the tenants have provided their forwarding address to the landlord.
5. Both parties agreed that this settlement as outlined above constitutes a final and binding resolution of the tenants' application for dispute resolution filed on October 23, 2018 and the landlord's Two Month Notice dated May 8, 2018.
6. Both parties confirmed that they agreed to the terms of this settlement free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms and conditions of the tenancy agreement, the *Act*, and the associated regulations. This settlement agreement does not extend any applicable time limits under the *Act*.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following Orders:

- 1) I issue to the landlord the attached Order of Possession to be served on the tenants by the landlord **only** if the tenants fail to vacate the rental unit **by 5:00 p.m. on December 7, 2018**. Should the tenants or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.
- 2) I issue to the tenants the attached Monetary Order to be served on the landlord by the tenants **only** if the landlord fails to return their security and pet deposits as required by the terms of this settlement agreement. Should the landlord 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. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenants are enforcing the Monetary Order.

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: November 22, 2018

Residential Tenancy Branch