



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-4M

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on December 6, 2018. The Tenant applied to dispute a Four Month Notice to End Tenancy dated November 28, 2018 (the “Notice”).

The Tenant appeared at the hearing with the Advocate. The Landlords appeared at the hearing. Both parties agreed Landlord S.M. should be added to the Application as a Landlord and therefore the Application has been amended and this is reflected in the style of cause.

I explained the hearing process to the parties who did not have questions about the process when asked. The parties provided affirmed testimony.

I addressed service of the hearing package and evidence. The Landlords confirmed they received the hearing package. The Advocate confirmed the Tenant received the Landlords’ evidence.

The Advocate advised that the Tenant had a verbal tenancy agreement with the previous owner of the rental unit which started approximately 29 years ago. The Landlords agreed there was a tenancy agreement between the previous owner and the Tenant but did not know the details of the agreement. There was no issue that the Landlords became the landlords under the tenancy agreement when they purchased the property. The Landlords said they did this November 27, 2018.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties did not have questions about the above. The parties discussed settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me.

Settlement Agreement

The Landlords and Tenant agree as follows:

1. The tenancy will end and the Tenant will vacate the rental unit no later than 1:00 p.m. on July 31, 2019.
2. All other aspects of the Notice remain in effect. The Tenant is vacating the rental unit because of the Notice.
3. The Tenant is not required to pay July rent pursuant to the compensation requirements under section 51 of the *Act* in relation to the Notice.
4. The Tenant remains eligible for compensation under section 51 of the *Act* if applicable.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is granted an Order of Possession for the rental unit which is effective at 1:00 p.m. on July 31, 2019. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with

this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: January 21, 2019

Residential Tenancy Branch