



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BUCKLEY VILLAGE INVESTMENTS
and [tenant name used to protect privacy]

DECISION

Dispute Codes CNL-4M, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for the following:

- To cancel the Four Month Notice to End Tenancy for Conversion of the Rental Unit ("Four Month Notice"); and
- To recover the \$100.00 filing fee.

The Tenants, T.R. and P.M., the Owners, T.B. and D.H., the Property Manager, S.T., and the Owner's lawyer, A.F. (the "Landlord") appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process.

During the hearing, the Tenants and the Landlord were given the opportunity to provide their evidence orally and respond to the testimony of the other Party. Neither Party raised any concerns regarding the service of the Application or the documentary evidence. Both Parties confirmed that they had received the other Party's documentation and had had time to consider it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the decision would be emailed to both Parties.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Tenants agree to withdraw their Application in full, as part of this mutually

settled agreement.

2. The Landlord agrees to withdraw the Four Month Notice dated January 31, 2019, as part of this mutually settled agreement.
3. The Landlord agrees to pay for the Tenants' moving company used for the Tenants' move from the rental unit to their new accommodation.
4. The Landlord agrees to move the Tenants' wheelchair ramp from the rental unit and install it in the Tenants' new accommodation.
5. The Landlord agrees to pay the Tenants up to \$950.00 per month for the first two months' rent at their new accommodation, for a total of \$1,900.00, as soon as the Tenants need to make a deposit for their new accommodation.
6. The Landlord agrees that the Tenants can live in the rental unit until June 30, 2019.
7. The Landlord agrees that the Tenants do not have to pay rent for June 2019, their final month in the rental unit.
8. The Parties agree that the Tenants will take the bars and the raised toilet seat that are currently in the rental unit bathroom with them to the new accommodation.
9. The rights and obligations of the Parties under the *Act* continue until the tenancy ends in accordance with the *Act*.

This settlement agreement was reached in accordance with section 63 of the *Act*. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis, and that the Parties understood the binding nature of this full and final settlement of these matters.

Conclusion

This matter was resolved by way of a mutually settled agreement. I order the Parties to comply with their settlement agreement described above.

This decision is final and binding on the Parties, unless otherwise provided under the

Act, and 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: April 08, 2019

Residential Tenancy Branch