



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL-4M, FFT, MNDCT, OLC

### Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution, filed on August 14, 2019, in which the Tenants sought to cancel a 4 Month Notice to End Tenancy for Landlord's Use, issued on July 15, 2019 (the "Notice"), monetary compensation from the Landlord in the amount of \$30,000.00, an Order that the Landlord comply with the *Residential Tenancy Act* the *Residential Tenancy Regulation*, and/or the residential tenancy agreement as well as recovery of the filing fee.

The hearing of the Tenants' Application was scheduled for 11:00 a.m. on October 18, 2019. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

At the outset of the hearing, the Tenant, O.F., confirmed that he named his children, A.F. and B.F., as Tenants on the Application; a review of the tenancy agreement confirms that the Tenants' children were not as "Minor Occupants (under the age of 19)". Section 64(3)(c) of the *Act* allows me to amend an Application and I therefore amend the Tenants' Application to remove their children as Tenants.

The Tenant also confirmed that although they do not believe the Landlord intends to use the rental unit for the stated purpose, he did not want his family to be in an insecure housing situation, and as such they agreed to move from the rental unit on October 31, 2019. He also confirmed that the monthly rent is \$1,450.00. He stated that they had paid the October rent, despite the fact they accepted the notice and were entitled to a free month's rent.

The Landlord confirmed the Tenants had accepted the Notice and agreed that the tenancy would end on October 31, 2019. He also agreed to pay the Tenants the sum of \$1,500.00 representing \$1,450.00 for their free month's rent pursuant to section 51(1) as well as \$50.00 for one half of the filing fee.

### Settlement and Conclusion

During the hearing the parties reached a settlement of the Tenants' Application. Pursuant to section 63 of the *Act*, I record their agreement in this my Decision and resulting Orders. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of the matter. The terms of the settlement are as follows.

1. The Tenants will vacate the rental unit by no later than **1:00 p.m. on October 31, 2019.**
2. To ensure the Tenants vacate the rental unit as agreed, and pursuant to section 55 of the *Act*, the Landlord is entitled to an Order of Possession effective **1:00 p.m. on October 31, 2019.** This Order may be filed in the Supreme Court and enforced as an order of that Court.
3. By no later than 4:00 p.m. on October 25, 2019, The Landlord shall pay to the Tenants the amount of **\$1,500.00** comprised of \$1,450.00, pursuant to section 51(1) of the *Act*, and the \$50.00 fee paid by the Tenants for this application.
4. To ensure the Landlord pays the Tenants as agreed, and pursuant to sections 67 and 72 of the *Act*, the Tenants are granted a Monetary Order in the amount of \$1,500.00. This Order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

The Tenants are at liberty to apply for further monetary compensation, including, but not limited to, return of their security deposit and compensation pursuant to section 51(2) of the *Act*.

The Landlord is at liberty to apply for monetary compensation from the Tenants, including but not limited to, compensation for any losses arising from the tenancy and authority to retain their security deposit.

This Decision is final and binding on the parties, except as 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: October 18, 2019

---

Residential Tenancy Branch