



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT

Introduction

This hearing was scheduled in response to the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the Two Month Notice to End Tenancy for Landlord's Use of Property, pursuant to section 49; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord RDW and the tenant VW (also agent for tenant KS) attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified the tenants were served with the Two Month Notice for Landlords Use (the Notice) by posting it on the door on December 13, 2019. There was some dispute between the parties of the date of receipt of the Notice. I find that the tenants were served in accordance with section 89 of the *Act*.

The landlord confirmed receipt of the tenants' application for dispute resolution proceeding and receipt of their evidentiary package which were sent by Canada Post Registered Mail on September 18, 2019. Pursuant to sections 88 & 89 of the *Act*, I find the landlord was served in accordance with the act.

Issue(s) to be Decided

Are the tenants entitled to cancel a 2 Month Notice for landlord's Use of Property pursuant to section 49(8) of the *Act*?

Are the tenants entitled to recover the filing fee pursuant to section 72(1) of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, the relevant and important aspects of the tenant's and landlord's claims and my findings are set out below:

The landlord testified that the tenancy began on August 24, 2019. Monthly rent is \$1750.00 and is payable the first of each month. A security deposit of \$875.00 is held in trust by the landlord. The landlord testified and confirmed that the tenants were served with (the "Notice") on December 13, 2019 by posting on the door.

The Notice indicates an effective move-out date of March 31, 2020. As of the date of this hearing, the tenants continue to reside at the rental unit.

Settlement

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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

All parties agreed to the following final and binding settlement:

1. The tenants VW and KS agree to move out of the rental unit on August 31, 2020 by 1:00 p.m.
2. The landlord agrees to pay back the tenants' security deposit for the sum of \$875.00 on August 31, 2020.
3. The landlord agrees to pay back the tenants VW and KS the sum of \$3,500.00 (equivalent to 2 months' rent) on August 31, 2020.
4. The tenants agree to continue to pay the monthly rent until the effective end of tenancy August 31, 2020.

Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

Tenant VW testified that he understood that the above agreement was being made and was binding and enforceable. The parties agreed the effective date of end of tenancy would end on August 31,2020.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to end the tenancy.

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*.

January 31, 2020

Residential Tenancy Branch