



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL-4M FTT

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenant applied to cancel a 4 Month Notice to End Tenancy for Conversion of Rental Unit dated January 31, 2020 (4 Month Notice).

The tenants JB and MJ (tenants), counsel for the tenants MJ (counsel), the landlord PB (landlord) and the agent for the landlord IB (agent) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. The parties were offered the opportunity to ask questions during the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Neither party raised any concerns regarding the service of documentary evidence.

### Preliminary and Procedural Matter

The parties confirmed their respective email addresses at the outset of the hearing. The parties confirmed their understanding that the decision and the applicable orders would be emailed to the appropriate party.

### *Settlement Agreement*

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

1. The parties agree that the tenancy shall end on **August 31, 2020 at 1:00 p.m.**
2. The landlord is granted an order of possession effective **August 31, 2020 at 1:00 p.m.**, which must be served on the tenants.
3. The parties agree that the tenants are accepting the 4 Month Notice with a later effective vacancy date, and with that comes compensation the equivalent of 1 month of rent payable to the tenants from the landlord.
4. The landlord agrees to return **\$1,150.00** of the tenant's overpaid security deposit, which was \$2,300.00, to the tenants by e-transfer by **May 15, 2020**.
5. The tenant is granted a monetary order pursuant to section 67 of the Act in the amount of **\$1,150.00**, which will be of no force or effect if the landlord complies with #4 above and the tenants successfully deposit the payment as described. The tenant's email address for the e-transfer was confirmed during the hearing.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed their understanding and agreement that this mutually settled agreement was made on a voluntary basis and that the parties understood the final and binding nature of their settlement agreement and that it was enforceable.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above as per section 63 of the Act.

The parties confirmed they reached this mutual agreement without being forced in any way and understand the binding nature of their agreement.

Should the landlord require enforcement of the order of possession, the landlord must serve the tenants with that order. The order of possession may then be filed in the Supreme Court of British Columbia and enforced as an order of that court.

Should the tenants require enforcement of the monetary order, the tenants must serve the landlord with that order. The monetary order may then be filed in the Provincial Court of British Columbia (Small Claims Division) and enforced as an order of that Court.

The decision will be emailed to the parties. The order of possession will be emailed to the landlord for service on the tenants. The monetary order will be emailed to the tenants for service on the landlord.

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: May 4, 2020

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Residential Tenancy Branch