



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a *2 Month Notice to End Tenancy for Landlord's Use of Property*. Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

I confirmed the parties had exchanged their respective hearing documents and materials upon each other and I admitted the materials into evidence.

During the hearing, I was able to facilitate a mutual agreement between the parties in resolution of this matter. I have recorded their agreement by way of this decision and the order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The following facts and statements were undisputed by the parties:

- The month to month tenancy started on November 8, 2018.
- There is a fully executed tenancy agreement in existence although the tenants have a copy that bears their signatures only. The landlord has the fully executed copy.
- The tenants are required to pay rent of \$2950.00 on the first day of every month.
- The tenants paid a security deposit of \$1475.00.

- On March 28, 2019 the landlord personally served upon the tenant, CH, all four pages of a *2 Month Notice to End Tenancy for Landlord's Use of Property* ("2 Month Notice") with a stated vacancy date of May 31, 2020.
- The 2 Month Notice served to the tenants was devoid of the landlord's signature and date of issuance and the landlord had erroneously kept the copy that had his signature and date of March 28, 2020. The 2 Month Notice was also devoid of JS's name.
- The 2 Month Notice indicates the reason for ending the tenancy is so that the landlord or landlord's spouse may occupy the rental unit.
- On April 7, 2020 the landlords listed their current home for sale and it sold within days, on April 11, 2020, and the Contract of Purchase and Sale requires the landlords to give the purchaser possession on June 1, 2020.
- The tenants filed to dispute the 2 Month Notice on the basis the 2 Month Notice was not signed and dated by the landlord. The tenants stated they do not question the landlord's intention to move into the rental unit.
- The tenants sent their Application for Dispute Resolution to the landlord on April 9, 2020, via email, and the landlords received it on April 12, 2020.
- Upon receiving the tenant's Application for Dispute Resolution, the landlord contacted the tenant and then gave the tenant another copy of the 2 Month Notice that included the landlord's signature and date of March 28, 2020. All other aspects of the notice were the same as that served on March 28, 2020.

The parties mutually agreed upon the following terms in resolution of this dispute:

1. The 2 Month Notice is amended to reflect the landlord's signature and date of March 28, 2020 but the vacate date is extended to July 31, 2020 and the landlords shall be provided an Order of Possession with an effective date of July 31, 2020 to serve and enforce upon the tenants.
2. In extending the vacancy date to July 31, 2020 the tenants undertake to do their best to find alternative housing by July 1, 2020 but if such is not secured the tenants may occupy the rental up until July 31, 2020 at which point the tenants must return vacant possession of the rental unit to the landlords in any circumstance.
3. The landlords may request and the tenants shall provide, via email, weekly updates as to the tenant's success, or efforts, in trying to secure alternative accommodation.
4. Rent remains payable to the landlords on June 1, 2020; however, the tenants remain entitled to compensation provisions for receiving a 2 Month Notice, as

provided under section 51 of the Act, and to end the tenancy earlier than July 31, 2020 pursuant to section 50 of the Act.

5. The landlords remain obligated to use the rental unit for their own use for at least six months after the tenancy ends, as provided under section 51(2) of the Act.

I also heard that tenant, JS, has secured alternative accommodation starting June 1, 2020. JS was cautioned that he remains obligated and bound by the tenancy agreement and the Act until such time vacant possession of the rental unit is returned to the landlords. JS stated he understood this. JS also confirmed that his email address that appears on the Application for Dispute Resolution is his correct email address and the landlords may communicate with him and serve him by way of that email address.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) of their agreement an Order of mine to be binding upon all parties.

In recognition of the mutual agreement, I provide the landlords with an Order of Possession effective at 1:00 p.m. on July 31, 2020.

Conclusion

The parties reached a mutual agreement in resolution of this matter. I have recorded their agreement and I have made the terms an order of mine to be binding upon all parties. In recognition of the mutual agreement, I provide the landlords with an Order of Possession effective at 1:00 p.m. on July 31, 2020.

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*.

Dated: May 29, 2020

Residential Tenancy Branch