



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AF2G INVESTMENTS INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNL-4M, FFT**

### **Introduction**

This hearing was scheduled to deal with seven tenant applications joined together to deal with the tenants' request for cancellation of a *Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion* ("4 Month Notice").

The tenant identified as the lead tenant and another tenant, along with an advocate appeared for the tenants. The tenants and the advocate in attendance confirmed that they are authorized to represent the other named tenants who did not appear for the hearing.

The landlord was represented by an agent and the landlord's legal counsel.

### **Preliminary and Procedural Matters**

The style of cause has been amended to correct a typographical error in the lead tenant's name.

The parties indicated they had reached a settlement agreement the night before this hearing. The parties had not provided me with a copy of the settlement agreement; however, the parties were in agreement that the tenancies shall end no later than December 31, 2020 pursuant to a mutual agreement to end tenancy that includes a compensation package for the tenants and not the 4 Month Notices. The parties were also in agreement that the landlord shall be provided Orders of Possession for each of the rental units that are the subject of this proceeding with an effective date of December 31, 2020.

The parties indicated there were some finer details they wished to discuss with each other during the hearing. The parties reached agreement with respect to those finer

details and requested their settlement agreement be amended to reflect the terms agreed upon during the hearing. I have recorded only the terms amended or added to the settlement agreement by way of this decision.

### Issue(s) to be Decided

What are the amended and/or new terms of the parties' settlement agreement?

### Background and Evidence

All parties were in agreement that the settlement agreement reached the day before this proceeding shall be amended to reflect and/or add the following terms:

1. No later than June 9, 2020 the landlord shall provide an email address the tenants may use to sent e-transfer rent payments to the landlord. The landlord shall provide the email address to the tenants' advocate.
2. Where rent payments are made in a way other than e-transfer, the landlord shall provide the tenant(s) with a rent receipt within a reasonable amount of time after receiving the cheque or other form of payment.
3. The parties recognize that the security deposits do not form part of the compensation package included in the settlement agreement and the security deposits remain held in trust for the tenants to be administered in accordance with the Act after the tenancy ends. It is also agreed that the tenants remain obligated to leave the rental unit reasonable clean and undamaged, except for reasonable wear and tear, at the end of the tenancy as provided under the Act.
4. When the tenancy is ended the tenants shall return possession of the rental units by delivering any keys or any other means of access to the rental unit and the residential property they have in their possession to the landlord's lawyer's office (identified on the cover page of this decision) which in turn shall entitle the tenants to receive the payment of compensation agreed upon.

### 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.

In this case, the parties already entered into a settlement agreement before this proceeding commenced; however, the parties agreed to amend or add new terms to the

agreement during the hearing and I have only recorded amended or new terms that were agreed upon during the hearing. I make the amended and/or new terms agreed upon during the hearing an order of mine to be binding upon all parties.

In keeping with the parties' agreement, I provide the landlord with Orders of Possession for the subject rental units with an effective date of December 31, 2020 to serve and enforce upon the tenants.

### Conclusion

The parties reached a settlement agreement in resolution of this matter. By way of this decision, I have recorded amended or new terms to that settlement agreement and I have made those amended or new terms binding upon the parties.

In recognition of the agreement between the parties, the landlord is provided Orders of Possession for each of the subject rental units with an effective date of December 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: June 05, 2020

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Residential Tenancy Branch