



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated July 16, 2020 ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The three female tenants did not attend this hearing, which lasted approximately 35 minutes. The landlord's agent ("landlord") and the male tenant ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord confirmed that he had permission to represent the landlord owner named in this application. The tenant confirmed that he had permission to represent the three female tenants named in this application (collectively "tenants").

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application.

The tenant stated that he did not receive a copy of the landlord's evidence, but he was already in possession of the same evidence from prior to this hearing.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy ended on August 31, 2020, pursuant to the landlord's 2 Month Notice, dated July 16, 2020, which was issued for the landlord's child to move into the rental unit;
2. The landlord agreed that the tenants are entitled to one month's free rent compensation for September 2020 rent of \$3,585.00, pursuant to section 51 of the *Act* and the landlord's 2 Month Notice;
3. The landlord agreed to return the tenants' full security deposit of \$1,750.00 to the tenants;
4. The landlord agreed to pay the tenants \$5,335.00 total, which includes the above one-month free rent and security deposit, by way of e-transfer by September 15, 2020;
 - a. The tenants' email address to facilitate the above e-transfer was confirmed by both parties during this hearing;
5. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

The tenants must bear the cost of the \$100.00 filing fee paid for this application.

In order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the tenants' favour in the amount of \$5,335.00. I deliver this Order to the tenants in support of the above agreement for use only in the event that the landlord does not abide by condition #4 of the above monetary agreement. The landlord must be served with a copy of this Order as soon as possible after a failure to comply with condition #4 of the above monetary agreement. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: September 10, 2020

Residential Tenancy Branch