



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, FFT

Introduction

This hearing dealt with a tenant's application to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice") and orders for the landlord to comply with the Act, regulations or tenancy agreement. 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.

After hearing from both parties, I gave the parties my preliminary findings that I would cancel the 2 Month Notice served upon the tenant, in person, on August 30, 2020. The parties turned their minds to reaching a mutual agreement in resolution of this matter and I was able to facilitate a mutual agreement. I have recorded the parties' 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

On August 30, 2020 the landlords served the tenant with a 2 Month Notice; however, the tenant's copy was devoid of the date it was signed by the landlords and the effective date for the end of tenancy. The tenant filed to dispute the 2 Month Notice on September 4, 2020.

Approximately one month ago, the landlord's sent their evidence package to the tenant, via email, and included in that package was the landlord's copy of the 2 Month Notice. The landlord's copy of the 2 Month Notice had a date of August 30, 2020 next to the landlords' signatures and a stated effective date of November 1, 2020.

In resolution of this dispute, the parties agreed to the following:

1. As of the date of this hearing, the tenant is deemed to be served with the landlord's copy of the 2 Month Notice.
2. The tenant accepts the tenancy shall end for the reason stated on the 2 Month Notice.
3. The effective date is amended, by consent of the parties, to read January 15, 2021.
4. The tenant shall vacate the rental unit by January 15, 2021 and the landlords are provided an Order of Possession with an effective date of January 15, 2021.
5. The tenant is entitled to the compensation provisions payable to tenants in receipt of a 2 Month Notice, as provided under section 51 of the Act. Compensation payable under section 51(1), the equivalent of one month's rent or \$750.00, shall be obtained by the tenant by:
 - a. Not paying any rent that would have been payable on January 1, 2021; and,
 - b. Receiving payment of \$375.00 from the landlords on the last day of tenancy.
6. The tenant remains obligated to pay rent for November 2020 and December 2020.
7. The tenant remains entitled to end the tenancy early, as provided under section 50 of the Act, by giving the landlords at least 10 days of advance written notice and in doing so, remains entitled to the compensation provisions of section 51 of the Act.
8. The security deposit of \$375.00 remains in trust for the tenant, to be administered in accordance with the Act at the end of the tenancy.

The tenant requested recovery of the \$100.00 filing fee. The landlord was not agreeable to this request but agreed to abide by my decision to award the filing fee, or not.

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) an Order of mine to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlords with an Order of Possession effective on January 15, 2021.

I award the tenant recovery of the \$100.00 filing fee as I am satisfied the 2 Month Notice served upon her on August 30, 2020 was defective and unenforceable and she had grounds to dispute the 2 Month Notice on September 4, 2020. To recover this award, the tenant is authorized to deduct \$100.00 from a subsequent month's rent payment and in doing so the landlords must consider the rent to be paid in full.

Conclusion

The parties reached a mutual agreement during the hearing in resolution of this matter that I have recorded by way of this decision and the order that accompanies it. In recognition of the mutual agreement, the landlords are provided an Order of Possession effective on January 15, 2021.

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: October 23, 2020

Residential Tenancy Branch