



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, FFL; CNL-MT

Introduction

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

- an order of possession for landlords' use of property, pursuant to section 49; and
- authorization to recover the filing fee for this application, pursuant to section 72.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- more time to make an application to cancel the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property, dated September 20, 2020 ("2 Month Notice"), pursuant to section 66; and
- cancellation of the landlords' 2 Month Notice, pursuant to section 49.

The "male landlord" did not attend this hearing, which lasted approximately 33 minutes. The female landlord ("landlord"), the landlords' agent, the tenant, and tenant's agent 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 she had permission to represent the male landlord at this hearing (collectively "landlords"). The landlord confirmed that the landlords' agent had permission to speak on behalf of both landlords at this hearing. The tenant confirmed that his agent had permission to speak on his behalf at this hearing.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

The tenant was in receipt of the landlords' 2 Month Notice. The landlords provided a copy of the notice. The effective move-out date on the notice is December 1, 2020. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlords' 2 Month Notice.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to replace the tenant's cancellation of the 2 Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit (CNQ) with the 2 Month Notice to End Tenancy for Landlord's Use of Property (CNL). The tenant applied for the wrong type of notice. I find no prejudice to either party in making this amendment

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 will end by 1:00 p.m. on March 31, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlords' 2 Month Notice, dated September 20, 2020;
3. Both parties agreed that the tenant is not required to pay any rent to the landlords from March 1 to 31, 2021, since the tenant is entitled to one-month free rent compensation pursuant to the 2 Month Notice and section 51 of the *Act*;
4. Both parties agreed that the tenant is not required to pay any rent to the landlords for the period from November 1, 2020 to February 28, 2021, and the landlords agreed that they will not pursue any future applications against the tenant for this rent, at the Residential Tenancy Branch or otherwise;
5. The landlords agreed to bear the cost of the \$100.00 filing fee paid for their application;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of their applications 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

I order both parties to comply with all of the above settlement terms.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord(s) **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 31, 2021. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 31, 2021. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order that the tenant is not required to pay any rent to the landlords for the period from November 1, 2020 to March 31, 2021.

The landlords must bear the cost of the \$100.00 filing fee paid for their application.

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: February 02, 2021

Residential Tenancy Branch