



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET

### Introduction

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

- an early end to tenancy and an order of possession, pursuant to section 56.

"Tenant AI" and "tenant DC" did not attend this hearing, which lasted approximately 25 minutes. The two landlords (male and female) and the two tenants, "tenant PW" and "tenant YO," 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 two tenants confirmed that they had permission to represent tenant DC at this hearing. Both parties confirmed that tenant AI already vacated the rental unit.

Tenant PW confirmed receipt of the landlords' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that all tenants were duly served with the landlords' application.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlords' application to correct the legal first name of the male landlord. The male landlord confirmed the spelling of his first name. The landlords consented to this amendment during the hearing.

Tenant PW confirmed receipt of the landlords' 4 Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit, dated September 25, 2020 ("4 Month Notice"). In accordance with sections 88 and 90 of the *Act*, I find that all tenants were duly served with the landlords' 4 Month Notice.

Both parties agreed that the effective date on the 4 Month Notice is January 31, 2021.  
Both parties agreed that the reason indicated on the 4 Month Notice is:

- *Demolish the rental unit.*

### 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 February 28, 2021, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlords' 4 Month Notice, dated September 25, 2020, for the reason indicated above on the notice;
  - a. During the hearing, the landlords verbally affirmed that that they understood the 12-month rent monetary penalty of not fulfilling the above reason on the 4 Month Notice, as per section 51 of the *Act*;
3. The landlords agreed that the tenants are entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the 4 Month Notice, which has already been enforced for January 2021;
4. The landlords agreed that the tenants are not required to pay any rent to the landlords for February 2021;
5. The landlords 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

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 landlords **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 28, 2021. The tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 28, 2021. Should the tenant(s) 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 tenants are not required to pay any rent to the landlords for January 2021 and February 2021.

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

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 05, 2021

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Residential Tenancy Branch