



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL FFT

Introduction

The tenants filed an Application for Dispute Resolution on December 15, 2020 seeking an order that cancels the Two Month Notice to End Tenancy for the Landlord's Use of the Property (the "Two-Month Notice"). The tenants also made a claim for reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "*Act*") on March 11, 2021.

Pursuant to s. 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute, the settlement may be recorded in the form of a decision. At the outset of the hearing, both parties advised they reached an agreement in this matter.

Settlement Terms

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

- The tenants shall not pay rent for the month of February 2021 – this is based on the issuance of the Two-Month Notice, and in line with s. 51 of the *Act*;
- The tenants shall pay rent for the month of March 2021 as a pro-rated amount, based on the end-of-tenancy date of March 16, 2021;
- This March rent amount payable by the tenants shall be \$1806.00;
- Both the landlord and the tenants shall attend a move-out inspection meeting on March 16, 2021;
- The landlord shall return the security deposit amount of \$1,750 to the tenants, subject to any agreed-upon reduced amount based on the state of the rental unit.

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 and settle all aspects of this dispute.

Conclusion

The landlord's Two-Month Notice issued December 1, 2020 is cancelled and of no force or effect.

To give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlord only if the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 16, 2021. The landlord must serve the tenants this order if needed. Should the tenants fail to comply with the Order of Possession, it may be filed and enforced as an Order of the Supreme Court of British Columbia.

Given this settlement, the tenants must bear the cost of the \$100 filing fee paid for this 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 *Act*.

Dated: March 12, 2021

Residential Tenancy Branch