



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL

### Introduction

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

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated December 30, 2020 ("2 Month Notice"), pursuant to section 49.

The landlord, the landlord's agent, the two tenants (male and female), and the tenants' two advocates, tenants' advocate DD ("tenants' advocate") and "tenants' advocate CW," attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 49 minutes.

The landlord confirmed that her agent had permission to speak on her behalf. The two tenants confirmed that both their advocates had permission to speak on their behalf. The tenants' advocate CW did not testify or provide submissions at this hearing. The female tenant confirmed that the male tenant had permission to speak on her behalf.

The landlord's agent confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants' advocate confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application and both tenants were duly served with the landlord's evidence.

Both parties confirmed that they wanted to proceed with the hearing and settle this application. Based on the consent of both parties, I proceeded with the hearing and recorded the settlement between both parties.

### 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 May 31, 2021, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlord's 2 Month Notice, dated December 30, 2020, is cancelled and of no force or effect;
3. The landlord agreed to pay the tenants \$2,000.00 total, according to the following terms:
  - a. The tenants are not required to pay any rent to the landlord for two months from April 1, 2021 to May 31, 2021, the value of which is \$1,700.00 (\$850.00 x 2 = \$1,700.00);
  - b. The landlord will pay the tenants \$300.00 by May 31, 2021, only after the tenants vacate the rental unit and return the rental unit keys to the landlord first;
4. 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 at the hearing that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

During the hearing, I repeatedly confirmed the above settlement terms with the male tenant. The male tenant repeatedly affirmed, under oath, that he and the female tenant were agreeable to the above settlement terms and that they understood the terms were legal, final, binding and enforceable. The male tenant affirmed, under oath, that the tenants agreed and understood that they could not change the settlement terms after the hearing was over. The male tenant affirmed, under oath, that the tenants were making this agreement of their own free will, without pressure from anyone else. The

tenants were given ample time to discuss and review the terms of this settlement with their two advocates throughout this hearing and to ask questions about the above terms. This hearing lasted 49 minutes in order to facilitate the male tenant's repeated questions and comments.

The terms and consequences of the above settlement were reviewed in detail, with both parties during the lengthy 49-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them. The two tenants had their two advocates assist them with the negotiation, discussion, questions, and settlement of the above terms.

### Conclusion

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

The landlord's 2 Month Notice, dated December 30, 2020, is cancelled and of no force or effect.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m, on May 31, 2021, to be used by the landlord **only** if the tenant(s) do not abide by condition #1 of the above settlement. The tenant(s) must be served with this Order as soon as possible after he does not comply with the above agreement. 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.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$300.00. 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 #3(b) of the above agreement. The landlord must be served with a copy of this Order. 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.

I order that the tenants are not required to pay any rent to the landlord from April 1, 2021 to May 31, 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: April 12, 2021

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Residential Tenancy Branch