



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL, PSF, LRE, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied to cancel a Two Month Notice to End Tenancy for Landlord's Use, for an Order requiring the Landlords to provide services or facilities, for an Order suspending or setting limits on the Landlord's right to enter the rental unit, and to recover the fee for filing this Application for Dispute Resolution.

The male Tenant stated that the Dispute Resolution Package and evidence the Tenants submitted to the Residential Tenancy Branch on March 14, 2021 were sent to the Landlords, via registered mail, although he cannot recall the date of service. The Landlords acknowledged receiving these documents on March 19, 2021 and the evidence was accepted as evidence for these proceedings.

On June 04, 2021 the Landlords submitted evidence to the Residential Tenancy Branch. The male Landlord stated that this evidence was posted on the Tenants' door on June 04, 2021. The Tenants acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On June 07, 2021 the Tenants submitted additional evidence to the Residential Tenancy Branch. The female Tenant stated that this evidence was posted on the Landlords' door on June 07, 2021. The male Landlord acknowledged receiving this evidence on June 08, 2021. The Landlords were advised that if they needed additional time to consider the evidence, I would adjourn the hearing to provide them with more time. The Landlords declined the opportunity for an adjournment and the additional evidence was accepted as evidence for these proceedings.

On June 09, 2021 the Landlords submitted additional evidence to the Residential Tenancy Branch. The male Landlord stated that this evidence was posted on the Tenants' door on June 09, 2021. The Tenants acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided:

Is there a need to issue an Order requiring the Landlord to provide services or facilities?
Is there a need to issue an Order requiring the Landlord to comply with section 29 of the *Residential Tenancy Act (Act)* when entry to the unit is required?
Should the Two Month Notice to End Tenancy for Landlord's Use be set aside?

Background and Evidence:

Prior to discussing any of the terms of this tenancy or any of the merits of the Application for Dispute Resolution, the Landlords and the Tenants mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The tenancy will end, by mutual agreement, on June 30, 2021; and
- The Landlords will pay the Tenants \$1,200.00 in lieu of the compensation of one free month's rent that is required when a tenant is served with a Two Month Notice to End Tenancy for Landlord's Use.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Landlords and the Tenants clearly indicated their intent to resolve this dispute under these terms.

The Landlords and the Tenants each acknowledged that they understood they were not required to enter into this settlement agreement and that they were doing so voluntarily.

The Landlords and the Tenants each acknowledged that they understood the settlement agreement was final and legally binding.

Analysis:

All issues in dispute at these proceedings have been settled in accordance with the aforementioned settlement agreement.

Conclusion:

On the basis of the aforementioned settlement agreement, I grant the Tenants a monetary Order for \$1,200.00. In the event the Landlords do not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

On the basis of the aforementioned settlement agreement, I grant the Landlords an Order of Possession that is effective **at 1:00 p.m. on June 30, 2021**. This Order may be served on the Tenants, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

This settlement agreement is recorded and the Orders issued on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 22, 2021

Residential Tenancy Branch