



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, CNL, OLC, MNDCT, FFT

### Introduction

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

- cancellation of the landlord's two Ten Day Notices to End Tenancy for Unpaid Rent or Utilities, dated July 19 and 26, 2021, ("two 10 Day Notices"), pursuant to section 46;
- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated April 11, 2021 ("first 2 Month Notice"), pursuant to section 49;
- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated June 28, 2021 ("second 2 Month Notice"), pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62;
- a monetary order for compensation under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application. pursuant to section 72.

The landlord's agent and the two tenants (male and female) 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 42 minutes.

The landlord's agent confirmed that he had permission to represent the landlord named in this application, as an agent at this hearing.

At the outset of this hearing, I informed both parties that they were not permitted to record this hearing, as per Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure*. The landlord’s agent and the two tenants all affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with this hearing and they wanted to settle this application. Neither party made any adjournment or accommodation requests.

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

The female tenant confirmed receipt of the landlord’s first 2 Month Notice and the landlord’s two 10 Day Notices. Both parties agreed that the effective move-out date on the first 2 Month Notice is June 30, 2021 and was issued for the child of the landlord or landlord’s spouse to occupy the rental unit. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord’s first 2 Month Notice and two 10 Day Notices.

The female tenant confirmed receipt of the landlord’s second 2 Month Notice. Both parties agreed that the effective move-out date on the second 2 Month Notice is August 31, 2021. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the second landlord’s 2 Month Notice. Both parties agreed that the second 2 Month Notice was issued for the following reason:

- *All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy 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 5:00 p.m. on September 1, 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 landlord's second 2 Month Notice, dated June 28, 2021;
3. Both parties agreed that the tenants are entitled to one-month free rent compensation pursuant to the landlord's second 2 Month Notice and section 51 of the *Act*, according to the following term:
  - a. Both parties agreed that the tenants are not required to pay rent of \$1,385.00 to the landlord for the period from July 15 to August 15, 2021, which has already been enforced by both parties;
4. Both parties agreed that the landlord's two 10 Day Notices, dated July 19 and 26, 2021, and the landlord's first 2 Month Notice, dated April 11, 2021, are cancelled and of no force or effect;
5. The tenants agreed to pay the landlord \$1,192.50 total, which the landlord agreed to accept for half a month's rent of \$500.00 for January 2009 and half a month's rent of \$692.50 for August 2021;
6. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. 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, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 42-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 agreed and understood that they could not change the settlement terms after the hearing was over and they knew it was a full and final settlement of this application.

### Tenants' Monetary Application

I informed the tenants that their monetary application for 12 months' rent compensation of \$16,620.00, pursuant to the second 2 Month Notice and section 51 of the *Act*, and for the return of their security deposit of \$500.00, were both premature as their tenancy had not yet ended. I notified them that these claims were dismissed with leave to reapply. They confirmed their understanding of same.

I notified the tenants that their monetary application for moving expenses of \$400.00 was dismissed without leave to reapply. The tenants confirmed their understanding of same. The tenants agreed prior to this hearing, to move out pursuant to the second 2 Month Notice. They agreed they did not incur any moving expenses, nor did they provide proof of any such expenses for this hearing. They agreed they are receiving one-month free rent compensation, pursuant to the second 2 Month Notice.

I informed the tenants that their monetary application for an additional month of free rent compensation of \$1,385.00, pursuant to the first 2 Month Notice, is dismissed without leave to reapply. The tenants confirmed their understanding of same. The tenants did not move out pursuant to that first 2 Month Notice, by June 30, 2021. The female tenant agreed that the landlord informed the tenants, prior to this hearing, that the notice was rescinded. The tenants agreed to move out on September 1, 2021, pursuant to the second 2 Month Notice, and are already receiving one-month free rent compensation for that notice. Two months of free rent compensation is not permitted by section 51 of the *Act*.

I notified the tenants that their monetary application for registered mail costs of \$59.13 was dismissed without leave to reapply. I informed them that the only hearing-related costs recoverable under section 72 of the *Act*, were for filing fees. They confirmed their understanding of same.

### Conclusion

To give effect to the settlement reached between the parties and as advised to them during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 5:00 p.m. on September 1, 2021. The tenant(s) must be served with this Order. 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 rent to the landlord for the period from July 15 to August 15, 2021, which has already been enforced by both parties.

The tenants must bear the cost of the \$100.00 filing fee paid for this application.

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

The tenants' application for 12 months' rent compensation of \$16,620.00, pursuant to the second 2 Month Notice and section 51 of the *Act*, and for the return of their security deposit of \$500.00, are dismissed with leave to reapply.

The tenants' application for moving expenses of \$400.00, an additional month of free rent compensation pursuant to the first 2 Month Notice of \$1,385.00, and registered mail costs of \$59.13, are all dismissed without leave to reapply.

The tenant's application for an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement is dismissed without leave to reapply, as the tenants did not provide any evidence for this claim and they are vacating the rental unit on September 1, 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: August 17, 2021

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Residential Tenancy Branch