



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNETC, FFT

Introduction

This hearing was convened in response to the Tenants' Application for Dispute Resolution, in which the Tenants applied for compensation related to service of a Two Month Notice to End Tenancy for Landlord's Use and to recover the fee for filing this Application for Dispute Resolution.

The male Tenant stated that on May 01, 2021 the Dispute Resolution Package was sent to the Landlord, via registered mail. The Landlord acknowledged service of these documents.

On April 19, 2021 the Tenants submitted a copy of the Two Month Notice to End Tenancy for Landlord's Use to the Residential Tenancy Branch. The male Tenant stated that this document was served to the Landlord with the Dispute Resolution Package on May 01, 2021. The Landlord stated that no evidence was received with the Application for Dispute Resolution, however she stated that she is in possession of a copy of the Two Month Notice to End Tenancy for Landlord's Use. As this is a document that was created by the Landlord and she was in possession of that document at the time of the hearing, I determined that it reasonable to accept that document as evidence for these proceedings.

On September 20, 2021, October 13, 2021 and October 14, 2021 the Tenants submitted evidence to the Residential Tenancy Branch. The male Tenant stated that all of this evidence was sent to the Landlord, via registered mail, on October 14, 2021. The Landlord stated that this evidence was received on October 10, 2021.

The male Tenant stated that the Tenants understood they could serve evidence to the Landlord until October 15, 2021. The parties were advised that the Tenants' evidence that was submitted in September and October of 2021 was not served in accordance with the timelines established by the Residential Tenancy Branch Rules of Procedure and, as such, would not be accepted as evidence for these proceedings.

On October 10, 2021 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was personally served to the Tenants on October 10, 2021. The Tenants acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On October 19, 2021 and October 20, 2021, the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was served in response to the "late" evidence received from the Tenants. The Landlord stated that this evidence was served to the Tenants, via registered mail, on October 18, 2021. The Tenants acknowledged receiving this evidence.

The parties were advised that the Landlord's evidence that was submitted on October 19, 2021 and October 20, 2021 was not served in accordance with the timelines established by the Residential Tenancy Branch Rules of Procedure and, as such, would not be accepted as evidence for these proceedings.

After being advised that evidence would not be accepted as evidence for these proceedings, the parties mutually agreed that all evidence should be accepted as evidence for these proceedings. A both parties agreed to accept "late" evidence, all evidence was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. 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

Are the Tenants entitled to compensation, pursuant to section 51(2) of the *Residential Tenancy Act (Act)*, because steps were not taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice or the rental unit was not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice?

Background and Evidence

After much discussion regarding the merits of this Application for Dispute Resolution, the parties mutually agreed to settle all issues in dispute at these proceedings. As the parties agreed to settle all issues in dispute at these proceedings, the testimony provided at the hearing is not being recorded here.

The Tenants and the Landlord mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The Landlord will pay the Tenants \$3,000.00;
- Neither party will file another Application for Dispute Resolution in regard to this tenancy; and
- The Tenants will not access the property at any time in the future.

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

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

The Landlord and the Tenants each acknowledged that they understood the agreement was final and binding.

Analysis

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

Conclusion

On the basis of the settlement agreement, I grant the Tenants a monetary Order for \$3,000.00. In the event the Landlord does not voluntarily comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of the Court.

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

Dated: October 24, 2021

Residential Tenancy Branch