



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT

Introduction

On August 9, 2021, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a Four Month Notice to End Tenancy for Landlord’s Use of Property.

The matter was scheduled as a teleconference hearing. The Landlord and the Tenants attended the hearing. The Landlord was assisted by legal counsel.

Settlement Agreement

At the start of the hearing, the Tenants stated they did not wish to pursue their application as the parties have settled this dispute. The Tenants and Landlord asked that their settlement agreement be recorded as a settlement decision.

The Landlord and Tenant signed a mutual agreement to end the tenancy effective February 28, 2022. The Landlord and Tenant agreed that the mutual agreement is binding and that the Four Month Notice to End Tenancy for Landlord’s Use of Property is rescinded and is of no effect.

The Landlord and Tenants confirmed that they have agreed to the following settlement terms:

1. *Promptly upon the Tenants signing of the Mutual Agreement to End a Tenancy and this Addendum and Release, the Landlord shall provide the Tenants with a signed rental reference letter in the form attached.*
2. *The Tenants shall pay rent in a timely manner through February 28, 2022.*
3. *The Tenants shall vacate the Rental Property by no later than 12:00 midnight on February 28, 2022.*

4. *The Tenants will leave the Rental Property without refuse and will remove all garbage and all of their own belongings from the home. and premises. There will also be no new or excessive damage to the property. The Tenants acknowledge that no security deposit was provided by them to the Landlord, and that there is no deposit to be returned by the Landlord. Upon vacating a walk-through of the Rental Property shall be promptly conducted by the Landlord or his appointed agent and the Tenants.*
5. *The Tenants shall cooperate, facilitate and take all necessary steps for the transfer back to the Landlord of all utilities for the Rental Property including BC Hydro, Fortis, Shaw Cable and so forth, to take effect March 1, 2022. The Tenants shall provide verification to. the Landlord that they have paid all of the utilities through February 28, 2022 such that no utility expense will be rolled forward to the Landlord.*
6. *The Landlord shall provide the Tenants with one month of free rent and will refund the rent for February 2022 to the Tenants upon verifying the following:*
 - a. *The Rental Property has been left by the Tenants without refuse with all garbage and their belongings removed, and with no new or excessive damage to the property;*
 - b. *All utilities have been transferred back to the Landlord with no amounts due and owing.*
7. *In the event that utilities have not been paid by the Tenants, all such utilities may be deducted by the Landlord from the return of the Tenants' February 2022 rent.*
8. *In the event that the Tenants have not complied with paragraph no. 4 above, the February 2022 rent may be withheld by the Landlord without fee or penalty until the issue has been resolved. Either party is at liberty to initiate an application to the Residential Tenancy Branch to resolve the dispute. The February 2022 rent shall not be withheld by the Landlord or a dispute initiated with the Residential Tenancy Branch by either party without just cause.*
9. *An Order of Possession to the Rental Property in favour of the Landlord with possession as of March 1, 2022 shall issue to ensure that the Landlord has an absolute right to enter and retake possession of the Rental Property on said date.*
10. *The parties will appear at the hearing before the Residential Tenancy Branch on December 13, 2021 to put their agreement to these terms on the record.*
11. *The Landlord and the Tenants will both bear their own costs including lawyers fees with respect to the applications before the Residential Tenancy Branch through the hearing on December 13, 2021.*
12. *The parties release their potential claims with respect to the Rental Property through the date of this Agreement, except as expressly reserved herein, as follows:*

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement.

Conclusion

The Tenants application to cancel a Four Month Notice to End Tenancy for Landlord's Use of Property dated July 13, 2021 is dismissed. The parties signed a mutual agreement to end the tenancy effective February 28, 2022 and have entered into a settlement agreement.

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted an order of possession effective as of March 1, 2022. For enforcement, this order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: December 13, 2021

Residential Tenancy Branch