



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **LL: OPL, MNDCL-S, FFL**
 TT: CNL, FFT

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “Act”). The Tenant made one application for:

- cancellation of a Two Month Notice to End Tenancy for Landlords’ Use of Property dated November 5, 2021 (“2 Month Notice”), pursuant to section 49; and
- authorization to recover the filing fee from the Landlords pursuant to section 72.

The Landlords made one application for:

- an Order of Possession for Landlords’ use of the residential property pursuant to section 55;
- a monetary order for compensation for monetary loss or other money owed by the Tenants pursuant to section 67;
- authorization to keep the Tenants’ security deposit under section 38; and
- authorization to recover the filing fee from the Tenants pursuant to section 72.

The current Landlord (“WC”), the current Landlord’s legal counsel (“EC”), a translator for the current Landlord (“GC”), the former Landlord (“AL”) and the two Tenants (“RT” and “BF”) attended the hearing. They were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Settlement Agreement

Pursuant to section 63 of the Act, an 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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Tenants agree to withdraw their application;
2. The Landlords agree to withdraw their application;
3. The Landlords agree to cancel the 2 Month Notice;
4. The Tenants agree to give vacant possession of the rental unit to WC on or before 1:00 pm on March 31, 2022;
5. The Tenants are not required to pay rent WC for the month of March 2022;
6. The Tenants agree to immediately pay \$3,000.00 to WC in satisfaction of the Landlords' claim for compensation for expenses incurred by WC resulting from the Tenants failure to vacate the rental unit by the effective date of the 2 Month Notice, being January 31, 2022; and
7. For greater certainty it is understood that, in the event the Tenants do not deliver up vacant possession of the rental unit to WC by 1:00 pm on March 31, 2022, then WC has the option of seeking compensation from the Tenants for any damages or losses incurred by him because of the failure of the Tenants or any other occupants to vacate the rental unit on or before 1:00 pm on March 31, 2022.

The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of the claims made against the others in their respective applications.

Conclusion

As the parties have reached a full and final settlement of the claims made against the others in their respective applications, I make no factual findings about the merits of their applications.

To give effect to the settlement reached between the parties, and as discussed at the hearing, WC is granted:

1. a Monetary Order requiring the Tenants pay \$3,000.00 to WC. This Order must be served on the Landlord as soon as possible. Should the Tenants fail to

comply with this Order, this Order may be enforced in the Provincial Court of British Columbia; and

2. an Order of Possession effective at 1:00 pm on March 31, 2022. WC is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court;

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: March 8, 2022

Residential Tenancy Branch