



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FFT

### Introduction

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

- cancellation of the landlords' Two Month Notice to End Tenancy for Landlord's Use of Property, dated October 15, 2021 ("2 Month Notice"), pursuant to section 49; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The "female tenant" did not attend this hearing, which lasted approximately 33 minutes. The individual landlord HB ("landlord"), the male tenant ("tenant"), the tenants' agent, and the tenants' advocate 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 began at 11:00 a.m. and ended at 11:33 a.m. The tenants' agent exited the hearing from 11:26 a.m. to 11:31 a.m., in order to call the tenant, who was in a different location.

All hearing participants confirmed their names and spelling. The landlord provided an email address, and the tenant provided a mailing address for me to send this decision to both parties after the hearing. The landlord and the tenants' advocate identified themselves as the primary speakers for this hearing.

The landlord stated that the landlord company owns the rental unit and confirmed the rental unit address. He stated that he is a director and one-third owner of the landlord company, with his two brothers. He said that the landlord company is a family corporation. He said that he had permission to speak on behalf of the landlord company at this hearing.

The tenant confirmed that he had permission to represent the female tenant at this hearing (collectively “tenants”). The tenants’ agent confirmed that he is the grandson of the two tenants named in this application and that he had permission to speak on their behalf. The tenants’ advocate confirmed that she had permission to represent both tenants.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch *Rules of Procedure* (“*Rules*”). All hearing participants separately affirmed, under oath, that they would not record this hearing.

Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

At the outset of this hearing, both parties confirmed that they had reached a settlement agreement, that they wanted me to record in writing.

The landlord confirmed receipt of the tenants’ application for dispute resolution hearing package and the tenants’ advocate confirmed receipt of the landlords’ evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenants’ application and the tenants were duly served with the landlords’ evidence.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants’ application to add the name of the landlord company as a landlord-respondent party. The landlord confirmed that the landlord company owns the rental unit. The landlord consented to this amendment during this hearing. The tenant did not object to this amendment. I find no prejudice to either party in making this amendment.

### 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 1:00 p.m. on March 31, 2022, by which time the tenants and any other occupants will have vacated the rental unit;
2. The tenants will move to another unit ("new unit") in the same rental building;
3. The rent for the new unit will be \$900.00 per month;
4. The tenants' security deposit of \$337.50 will be transferred to the new unit;
5. The tenants will pay an additional \$112.50 to the landlords for the security deposit for the new unit, by April 1, 2022;
6. MB and his wife will occupy the rental unit after the tenants move out;
7. The landlords agreed to reimburse the tenants for the \$100.00 filing fee paid for this application, by way of reducing the tenants' new monthly rent from \$900.00 to \$800.00, for the month of April 2022 only, to be paid to the landlords by April 1, 2022;
8. Both parties agreed that the landlords' 2 Month Notice, dated October 15, 2021, is cancelled and of no force or effect;
9. Both parties agreed that the tenants are not entitled to one-month free rent compensation from the landlords, pursuant to the 2 Month Notice, since the notice is cancelled;
10. The landlords agreed, at their own cost, to put new appliances in the new unit, if required and as determined by both parties;
11. 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 at the hearing 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 33-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 fully understood and agreed to the above settlement terms. Both parties affirmed, under oath, that they agreed and understood that the above settlement terms were final, binding, and could not be changed after this hearing was over. The tenant was given ample during this hearing to think about, review, and discuss the terms of this settlement privately with his advocate and agent.

Conclusion

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

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m. on March 31, 2022, to be used by the landlord(s) **only** if the tenant(s) do not abide by condition #1 of the above settlement. The tenant(s) must be served with a copy of 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.

The landlords' 2 Month Notice, dated October 15, 2021, is cancelled and of no force or effect.

I order the tenants to pay a reduced rent of \$800.00 for the new unit, for the month of April 2022 only, to the landlords, by April 1, 2022. This is in full satisfaction of the monetary award issued the tenants for the \$100.00 filing fee paid for this application.

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 09, 2022

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Residential Tenancy Branch