



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1028 Coronation Development
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL – 4M FFT

Introduction

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

- cancellation of the landlord's 4 Month Notice to End Tenancy for Demolition, Renovation, or Conversion to Another Use ("4 Month Notices"), pursuant to section 49; and
- an order to the landlord to provide services or facilities required by law pursuant to section 65.

AO represented the landlord in this hearing. DG appeared for the tenants. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties were clearly informed of the RTB Rules of Procedure about behaviour including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11 which prohibits the recording of a dispute resolution hearing. Both parties confirmed that they understood.

The landlord confirmed receipt of the tenant's application for dispute resolution ('application'). In accordance with section 89 of the *Act*, I find that the landlords duly served with the tenant's application. As both parties confirmed receipt of each other's evidentiary materials, I find that these documents were duly served in accordance with section 88 of the *Act*.

As the tenants confirmed receipt of the 4 Month Notice dated December 29, 2021, I find that the 4 Month Notice was duly served on the tenants in accordance with section 88 of the *Act*.

Analysis

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 or an order. 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. The landlord agreed to extend the effective date of the 4 Month Notice to May 31, 2022. Both parties entered into a mutual agreement that this tenancy will end on May 31, 2022 at 1:00 p.m., by which time the tenants and any other occupants will have vacated the rental unit.
2. The landlord agreed that the tenants' security and pet damage deposits will be returned early, on or before May 1, 2022 without requirement of a move-out inspection.
3. The landlord agreed that the May 2022 rent will be waived in satisfaction of the 1 month's compensation owed to the tenants for the 4 Month Notice dated December 29, 2021.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on May 31, 2022. The landlord is provided with this Order in the above terms and the tenants must be served with this Order in the event that the tenants does not abide by condition #1 of the above settlement. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement condition #2 of the above settlement reached between the parties, I issue a Monetary Order in the tenants' favour in the amount of \$1,000.00. The tenants are provided with this Order in the above terms and the landlord must be served with a copy of this Order as soon as possible in the event that the landlord does not abide by

condition #2 of the above agreement. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The filing fee is a discretionary award issued by an Arbitrator usually after a hearing is held and the applicant is successful on the merits of the application. As this matter was dealt with by way of mutual agreement, the tenants are not entitled to recover the \$100.00 filing fee paid for this application. The tenants must bear the cost of this filing fee.

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: April 26, 2022

Residential Tenancy Branch