



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL FFT

Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice") pursuant to section 49; and
- authorization to recover the filing fee from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The tenants were assisted by an advocate.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

Both parties confirmed they were in receipt of the respective materials based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may records the terms of a settlement entered by parties 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 effective date of the 2 Month Notice of December 15, 2021 is extended to June 30, 2022. This tenancy will end on 1:00pm June 30, 2022, by which time the tenants and any other occupants will have vacated the rental unit.
2. The parties agree that the landlord will pay the tenants the full amount of the security and pet damage deposit for this tenancy in the amount of \$1,670.00 on or before the end of the tenancy. The parties agree that to satisfy this portion of the agreement the tenants may deduct the amount of \$1,670.00 from the monthly rent payable on May 1, 2022.
3. The parties agree that pursuant to section 51 of the *Act* and the 2 Month Notice of December 15, 2021, the tenants are entitled to withhold the rent payment for June 1, 2022 and that amount will be deemed to have been paid.
4. The tenancy will continue in accordance with the current tenancy agreement and in accordance with the *Act* and regulations until it is ended pursuant to the 2 Month Notice.
5. Both parties agree that this settlement agreement constitutes a full, final and binding resolution of both applications at this hearing.

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 advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenants by the landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 30, 2022. 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.

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 7, 2022

Residential Tenancy Branch