



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FFT, DRI, CNR, OLC, FFL, OPL

### Introduction

This hearing dealt with a tenant's application for cancellation of a Two Month Notice to End Tenancy for Landlord's Use of Property ("Two Month Notice") and a landlord's application for an Order of Possession based on the Two Month Notice.

Both the landlords and the tenant appeared and/or were represented at the hearing. The parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

The hearing was held over two dates and an Interim Decision was issued on January 14, 2022. The Interim Decision should be read in conjunction with this decision.

At the commencement of the reconvened hearing, I heard that the parties had attempted to resolve their dispute(s) by way of a settlement agreement during the period of adjournment and although they were somewhat close to reaching a settlement on their own, they had not reached one. The parties indicated a willingness to continue to pursue resolution by way of a settlement agreement during the reconvened hearing. I was successful in facilitating a settlement agreement between the parties and I have recorded their agreement by way of this decision and the orders that accompany it.

I acknowledged that this decision is being issued more than 30 days after the last hearing date; however, as provided under section 77 of the Act:

(2) The director does not lose authority in a dispute resolution proceeding, nor is the validity of a decision affected, if a decision is given after the 30 day period in subsection (1) (d).

Issue(s) to be Determined

1. What are the terms of settlement

Background and Evidence

During the hearing, the parties reached the following agreement in resolution of their dispute(s):

1. The tenancy shall end no later than 1:00 p.m. on June 30, 2022 and the landlords shall be provided an Order of Possession reflecting that date and time.
2. The tenant may bring the tenancy to an end earlier than June 30, 2022 by sending the landlord's lawyer an emailed notice of such, at least one week in advance, in which case the tenancy shall come to an end on the effective date indicated in the tenant's notice.
3. For the remainder of the tenancy the tenant shall continue to perform the yard work.
4. For the remainder of the tenancy the tenant shall not have or permit any roommates to occupy the rental unit with the exception of the tenant's girlfriend.
5. The tenant is responsible to pay rent for May 2022 but rent for June 2022 is waived as part of the compensation payable to the tenant by the landlords (the equivalent of one month's rent). Should the tenant end the tenancy early in keeping with term #2 above, the tenant remains entitled to receive this compensation equivalent to one month's rent and the landlords shall provide this to the tenant in the form of a refund of rent paid and/or a combination of free occupancy and a partial rent refund so long as the benefit obtained by the tenant amounts to the equivalent to one month's rent.
6. In addition to the compensation payable in term #5, the landlords shall pay to the tenant the sum of \$13,000.00 when the tenancy ends and the tenant returns possession of the rental unit to the landlords. The landlord's lawyer shall hold this sum in trust to be retrieved from the lawyer's office by the tenant upon being satisfied the tenant has returned possession of the rental unit to the landlords. I provide the tenant with a Monetary Order in the amount of \$13000.00 to ensure payment is made by the landlords.
7. The tenant withdraws his Application for Dispute Resolution this was set for hearing on July 4, 2022 (file number referenced on the cover page of this decision).

8. These terms represent a full and final settlement agreement, with the exception of disposition of the security deposit. The security deposit remains in trust for the tenant, to be disposed of in accordance with the Act, after the tenancy ends. Neither party may make any other claims against the other party except for a claim against or for return of the security deposit if the parties are unable to reach agreement with respect to disposition of the security deposit.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order of mine to be binding upon both parties.

In recognition of the terms of agreement, I provide the landlords with an Order of Possession effective at 1:00 p.m. on June 30, 2022. I also provide the tenant with a Monetary Order in the amount of \$13000.00.

### Conclusion

The parties reached a full and final settlement agreement, with the exception of disposition of the security deposit, that I have recorded by way of this decision and the orders that accompany it. In recognition of the settlement agreement, I provide the landlords with an Order of Possession effective at 1:00 p.m. on June 30, 2022 and I also provide the tenant with a Monetary Order in the amount of \$13000.00.

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: May 13, 2022

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Residential Tenancy Branch