



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RNG CONSTRUCTION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

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

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated February 11, 2022 ("2 Month Notice"), pursuant to section 49.

The two landlords, landlord RD ("landlord") and landlord ZP ("owner"), the two tenants, tenant JK ("tenant") and "tenant PK," and the tenant's two advocates 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 lasted approximately 57 minutes from 9:30 a.m. to 10:27 a.m.

All hearing participants confirmed their names and spelling. The landlord and the tenant provided their email addresses for me to send this decision to both parties after this hearing.

The landlord provided the rental unit address. He identified himself as the primary speaker for the landlords at this hearing. The owner confirmed that the landlord had permission to speak on his behalf at this hearing (collectively "landlords").

The tenant identified herself as the primary speaker for the tenants at this hearing. Tenant PK confirmed that the tenant had permission to speak on his behalf at this hearing (collectively "tenants"). The two tenants confirmed that their two advocates had permission to assist them at this hearing.

The tenants' two advocates did not affirm an oath at this hearing, as they stated they would not be providing testimony or submissions, just assisting the tenants.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by any party. At the outset of this hearing, the two landlords and the two tenants all separately affirmed, under oath, that they would not record this hearing. At the outset of this hearing, the tenants' two advocates both confirmed that they would not record this hearing.

I explained the hearing and settlement processes to both parties. I informed them that I could not provide legal advice to them. They had an opportunity to ask questions, which I answered. Both parties confirmed that they wanted to settle this application and they did not want me to make a decision. Neither party made any adjournment or accommodation requests.

The landlord confirmed that he was the previous owner of the rental unit and the landlord for this tenancy. He said that he sold the rental unit to the owner on June 7, 2022, which the owner confirmed. Neither the two tenants nor their two advocates disputed the above information during this hearing.

For the above reasons and to ensure the enforceability of this settlement agreement and subsequent orders, pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to add the name of the owner as a landlord-respondent party. Neither party objected to this amendment during this hearing.

The tenants were in receipt of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated February 11, 2022 ("2 Month Notice"). A copy of the notice was provided by the landlord for this hearing. Both parties agreed that the effective move-out date on the notice is April 30, 2022. In accordance with section 88 of the *Act*, I find that the tenants were duly served with the landlord's 2 Month Notice. Both parties agreed that the landlord identified the following reason for seeking an end to this tenancy on page 2 of the notice:

- *All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.*

Settlement Terms

Pursuant to section 63 of the *Act*, 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 this hearing, the parties privately 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 July 15, 2022, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated February 11, 2022;
 - a. During the hearing, the landlords verbally affirmed that they understood the 12-month rent monetary penalty of not fulfilling the above reason on the 2 Month Notice, as per section 51 of the *Act*;
3. Both parties agreed that the tenants are entitled to one-month free rent compensation pursuant to the 2 Month Notice and section 51 of the *Act*;
4. The landlords agreed to provide the tenants with three months' free rent compensation of \$1,600.00 per month, totalling \$4,800.00, which has already been enforced by both parties, since the tenants did not pay any rent to the landlords for March, April and July 2022;
5. Both parties agreed that the tenants will pay the owner two months' rent for May and June 2022, at a rate of \$1,600.00 per month, totalling \$3,200.00, by July 11, 2022, by way of e-transfer to the owner's email address, which was confirmed by both parties during this hearing;
6. The landlord agreed, at his own cost, to provide storage for the tenants' belongings at the neighbouring property that he owns, by July 13, 2022;
7. The tenants agreed to find and pay for their own separate housing from July 15 to 27, 2022;
8. The landlord agreed that the tenants can move into the neighbouring property that he owns, by July 27, 2022, pursuant to a new separate tenancy agreement;
9. 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 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 lengthy 57-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties were given ample and additional time during this hearing to discuss the above settlement terms privately.

The tenants confirmed that they were making this agreement with the advice and assistance of their two advocates. The tenants were given ample and additional time to discuss the above settlement terms with their two advocates privately during this hearing.

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 both parties during the hearing, I issue the attached Order of Possession to be used by the owner **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 15, 2022. The tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 15, 2022. 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.

In order to implement the above settlement reached between the parties and as discussed with both parties during the hearing, I issue a monetary Order in the owner's favour in the amount of \$3,200.00, against the tenant(s). I deliver this Order to the owner in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the owner \$3,200.00 as per condition #5 of the above agreement. 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 in the Small Claims Division of the Provincial Court 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: July 11, 2022

Residential Tenancy Branch