



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, CNL-4M

Introduction

The Tenants seek an order pursuant to s. 49 of the *Residential Tenancy Act* (the “*Act*”) cancelling a Four-Month Notice to End Tenancy signed on March 8, 2022 (the “Four-Month Notice”). The Tenants also seek return of their filing fee pursuant to s. 72 of the *Act*.

J.A. and D.R. appeared as the Tenants. T.W. and C.F. appeared as the Landlords.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The Landlords advise that the Tenants were personally served with the Four-Month Notice on March 8, 2022. The Tenants acknowledge receipt of the Four-Month Notice on March 8, 2022. I find that the Landlords served the Four-Month Notice on the Tenants in accordance with s. 88 of the *Act* and was received by the Tenants on March 8, 2022.

The parties advise that they served their application materials on the other side. Both parties acknowledge receipt of the other’s application materials without objection. Based on the mutual acknowledgments of the parties without objection, I find that pursuant to s. 71(2) of the *Act* that the parties were sufficiently served with the other’s application materials.

Parties' Settlement

Pursuant to section 63 of the *Act*, I 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.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The Tenants agree to accept the Four-Month Notice and withdraw their application disputing it.
2. The Landlords shall have vacant possession of the rental unit by no later than August 1, 2022.
3. The Landlord agrees to pay the Tenants' \$100.00 filing fee.
4. The Landlord agrees to return the Tenants' security deposit of \$350.00 in full at the end of the tenancy.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Pursuant to the parties settlement, I grant the following orders:

- 1) The Landlords shall receive an order of possession. The Tenants shall provide vacant possession of the rental unit by no later than **1:00 PM on August 1, 2022**.
- 2) The Tenants shall receive a monetary order. The Landlords shall pay **\$450.00** to the Tenants, representing the combined total of the filing fee and the security deposit.

It is the Landlords' obligation to serve the order of possession on the Tenants. If the Tenants do not comply with the order of possession, it may be filed by the Landlords with the Supreme Court of British Columbia and enforced as an order of that Court.

It is the Tenants' obligation to serve the monetary order on the Landlords. If the Landlords do not comply with the monetary order, it may be filed by the Tenants with the Small Claims Division of the Provincial Court and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute other than as specified above with respect to service. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*, including whatever the compensation the Tenants may be entitled to under s. 51.

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 28, 2022

Residential Tenancy Branch