



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Suncoast Investments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL-4M, DRI, FFT

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenants applied for:

- Cancellation of a Four Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit (the Notice) pursuant to section 49;
- an order to dispute a rental increase, pursuant to section 43; and
- an authorization to recover the filing fee for this application, under section 72.

Both parties attended the hearing. Tenant RC (the tenant) represented tenant MC. The tenants were assisted by advocate KC. The landlord was represented by director PB (the landlord). All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing the attending parties affirmed they understand the parties are not allowed to record this hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5,000.00."

Settlement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, 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 listed in this application for dispute resolution:

1. The tenants agree to provide the landlord with vacant possession of the subject rental property by November 30, 2022 at 1:00 P.M.
2. The tenants will not pay the last month's rent in the amount of \$1,000.00, in accordance with section 51(1) of the Act.
3. The tenants may serve a ten day notice to end the tenancy, in accordance with section 50(1)(a) of the Act. The landlord must refund the last month's rent five calendar days after the tenants serve a notice under section 50(1)(a) of the Act.
4. The parties will address the security and pet damage deposits in accordance with section 38 of the Act.
5. The tenancy is ending because of the 4 month notice to end tenancy dated March 30, 2022.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, pursuant to section 63(2) of the Act, I issue an order of possession to the landlord, which is to take effect by November 30, 2022 at 1:00 P.M. The landlord is provided with this order in the above terms and must serve it on the tenants in accordance with the Act. If 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: August 26, 2022

Residential Tenancy Branch