



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, DRI-ARI-C, FFT

Introduction

This hearing was reconvened from a hearing on October 4, 2022 regarding the Tenants' application under the *Residential Tenancy Act* (the "Act") for:

- cancellation of a Two Month Notice to End Tenancy for Landlord's Use dated June 30, 2022 (the "Two Month Notice") pursuant to section 49;
- cancellation of an additional rent increase for capital expenditures in the amount of \$150.00 pursuant to section 43; and
- authorization to recover the filing fee for this application from the Landlords pursuant to section 72.

The original hearing resulted in an interim decision dated October 4, 2022 (the "Interim Decision"), in which I directed the Tenants to attend this reconvened hearing with an interpreter.

The Landlords and the Tenants attended this reconvened hearing. The Tenants were assisted by an interpreter, AM.

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.

The parties agreed to the following final and binding settlement of the issues under dispute in this application:

1. The effective date of the Two Month Notice is extended to November 15, 2022. The Tenants and any other occupant will vacate the rental unit by 1:00 pm on November 15, 2022.
2. The Tenants are authorized to withhold payment of a half month's rent for the period from November 1, 2022 to November 15, 2022, in partial satisfaction of the Tenants' compensation under section 51(1) of the Act.
3. On or before November 15, 2022, the Landlords will pay the Tenants \$550.00 representing the balance of the Tenants' compensation under section 51(1) of the Act.
4. The Tenants may, by providing at least 48 hours' advance notice to the Landlords, end the tenancy by 1:00 pm on October 31, 2022, in which case the Landlords will pay the Tenants, in addition to the amount specified in clause 3 above, \$550.00 representing half of the Tenants' compensation under section 51(1) of the Act and an additional amount of \$450.00.
5. The parties will arrange a move-out inspection at the end of the tenancy and for the Tenants to return the keys to the Landlords.
6. The Tenants' \$550.00 security deposit will be dealt with in accordance with the Act and the regulations.

The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle the issues raised on this application only.

For the parties' reference, section 51(1) of the Act states as follows:

Tenant's compensation: section 49 notice

51(1) A tenant who receives a notice to end a tenancy under section 49 [*landlord's use of property*] is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

I take this opportunity to further remind the parties that their rights and responsibilities under the Act and the regulations continue for the duration of the tenancy. Pursuant to section 60 of the Act, either party may make claims related to the tenancy within two years of the date that the tenancy ends.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application and make no order regarding the filing fee.

To give effect to the settlement reached between the parties and as discussed at the hearing:

- I grant the Landlords an Order of Possession which orders that the Tenants provide vacant possession of the rental unit to the Landlords by **1:00 pm on November 15, 2022**. This Order may be served upon the Tenants, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.
- I grant the Tenants a Monetary Order in the amount of **\$550.00** pursuant to clause 3 of the above settlement agreement. If the Landlords do not make payment as agreed upon, this Order may be served on the Landlords, filed in the Provincial Court of British Columbia, 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: October 11, 2022

Residential Tenancy Branch