



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRT, RR, RP, FFT, CNL, MNDCT, OLC

Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- a monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- authorization to recover the filing fee for these applications from the landlord, pursuant to section 72.

The tenant XJ appeared with their advocate, NS. The landlord attended with their husband, XL. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Pursuant to Rule 6.11 of the RTB Rules of Procedure, the Residential Tenancy Branch's teleconference system automatically records audio for all dispute resolution hearings. In accordance with Rule 6.11, persons are still prohibited from recording dispute resolution hearings themselves; this includes any audio, photographic, video or digital recording. Both parties confirmed that they understood.

Analysis

Pursuant to section 63 of the *Act*, the 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, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement in relation to the 2 Month Notice to End Tenancy for Landlord's Use:

1. Both parties entered into a mutual agreement that this tenancy will end by 1:00 p.m. on November 27, 2022, by which time and date the tenants and any other occupants will have vacated the rental unit.
2. Pursuant to section 51(1) of the *Act*, the landlord agreed to reimburse the tenants the equivalent of one month's rent in the amount of \$2,100.00 by way of electronic transfer, on or before November 27, 2022.
3. Both parties agreed to attend a move-out inspection together on November 27, 2022.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles the tenants' application related to the 2 Month Notice to End Tenancy.

The tenants confirmed that they wished to withdraw the remaining portions of their applications at this time, and reserve the right to reapply at a future date. Accordingly, the remaining portions of the tenants' applications were cancelled. I made no findings on the merits of those matters. Liberty to reapply is not an extension of any applicable timelines.

During the hearing, both parties confirmed that they may be served documents by way of email. Their email addresses are recorded on the cover page of this decision. The tenants also provided a forwarding address which may be used for the return of their security deposit. The forwarding address is also recorded on the cover page of this decision.

The filing fee is a discretionary award issued by an Arbitrator usually after a hearing is held and the applicant is successful on the merits of the application. As I was not required to make a decision on the merits of this case, I find that the tenants are not entitled to recover the \$100.00 filings fee paid for their applications. The tenants must bear the cost of the filing fees.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on November 27, 2022. The landlord is provided with this Order in the above terms and the tenants must be served with this Order in the event that the tenants do not abide by condition #1 of the above settlement. Should 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.

In order to implement condition #2 of the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the tenants' favour in the amount of \$2,100.00.

The tenants are provided with a Monetary Order in the above terms and the landlord must be served with a copy of this Order as soon as possible in the event that the landlord does not abide by condition #2 of the above agreement. Should the landlord 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.

The tenants withdrew the remaining portions of their claims, with leave to reapply.

As no findings were made on the merits of these matters, the tenants must bear the cost of the filing fees paid for both applications.

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: November 17, 2022

Residential Tenancy Branch