



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNL, OLC, FFT
 OPC, OPB, MNDCL-S, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution that was filed by the Tenant (the Tenant's Application) under the Residential Tenancy Act (the Act) on May 23, 2022, seeking:

- Cancellation of more than one Two Month Notice to End Tenancy for Landlord's Use of Property (Two Month Notice);
- An order for the Landlord to comply with the Act, regulation, or tenancy agreement; and
- Recovery of the filing fee.

As the Tenant filed an Amendment to the Application for Dispute Resolution (the Amendment) with the Residential Tenancy Branch (the Branch) on June 17, 2022, this hearing also dealt with the Tenant's claim seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (the One Month Notice).

This hearing also dealt with a Cross-Application for Dispute Resolution filed by the Landlords (the Landlords' Application) under the Act on August 4, 2022, seeking:

- An Order of Possession for cause;
- An Order of Possession because the tenancy agreement states that the tenant will vacate the rental unit at the end of the fixed term;
- Compensation for monetary loss or other money owed;
- Retention of the Tenant's security deposit and/or pet damage deposit; and
- Recovery of the filing fee.

The hearing was originally convened by telephone conference call at 9:30 A.M. on October 3, 2022, and was attended by the agent for the Tenant G.B., the Landlords A.T. and B.T., and a witness for the Landlord E.P. (the Witness). All testimony provided was affirmed. The hearing was adjourned due to the Tenant's emergency medical situation and an interim decision, and a new notice of hearing was sent out to the parties by the Branch via email on October 5, 2022. Although the reconvened hearing was originally scheduled for October 21, 2022, the hearing was rescheduled and ultimately reconvened at 9:30 A.M. on November 25, 2022. The hearing was attended again by all the above noted parties, as well as the Tenant, and two witnesses for the Tenant, N.B., and M.S. (the Tenant's Witnesses). As the parties acknowledged receipt of each other's Notice of Dispute Resolution Proceeding (NODRP) packages and Amendment(s), and stated that they have no concerns with regards to the dates or methods of service, the hearing therefore proceeded as scheduled.

The participants were advised at both hearings that pursuant to rule 6.10 of the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure), interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The participants were asked to refrain from speaking over myself and one another and to hold their questions and responses until it was their opportunity to speak. The participants were also advised that personal recordings of the proceeding were prohibited under the Residential Tenancy Branch Rules of Procedure (Rules of Procedure) and confirmed that they were not recording the proceedings.

A copy of the decision and any orders issued in their favor will be sent to the parties in the manner requested at the hearing.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and any supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end by way of mutual agreement on January 31, 2023, at 1:00 P.M., and that the Tenant and all occupants will vacate the rental unit by that date and time.
2. The Landlords agree, with the Tenant's consent, that all notices to end tenancy issued to-date are withdrawn and of no force or effect.
3. The parties agree that their respective Applications are withdrawn.
4. The parties agree that upon receipt of proper notice for entry under the Act by the Tenant, the Landlord or anyone hired or acting on their behalf, may enter the rental unit at any time in the month of January 2023, to complete any necessary steps to decommission the rental unit in compliance with municipal bylaws or orders from the municipality.
5. The parties agree that a move-out condition inspection will occur at 1:00 P.M. on January 31, 2022, unless the tenancy ends early as set out below, or unless otherwise mutually agreed by the parties, and that G.B. is not to be present at the move-out condition inspection.
6. The parties agree that the Tenant may end the tenancy early by giving the Landlord notice, in writing, that they are ending the tenancy early and providing the Landlord with the tenancy end date, which must be before January 31, 2023, at 1:00 P.M.
7. The parties agree that if the tenancy ends early as set out above, the Landlords will refund the Tenant any rent paid in advance for any days after the end date of the tenancy (for example, if the Tenant paid full rent for December of 2022, and the tenancy ended on December 15, 2022, the Tenant would be entitled to the return of rent previously paid to the Landlords for December 16, 2022 – December 31, 2022).
8. The rights and responsibilities of the parties under the Act, regulation, and tenancy agreement continue until the tenancy is ended in accordance with the Act and/or this agreement.
9. The Tenant agrees that the Landlord may serve them the Order of Possession related to this settlement agreement via email at the email address listed for them on the cover page of this decision.

Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlords an Order of Possession effective at 1:00 P.M. on January 31, 2023. The Landlords are provided with the Order of Possession in the above terms, and the

Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme 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 Branch under Section 9.1(1) of the Act.

Dated: November 25, 2022

Residential Tenancy Branch