



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, DRI, OLC, FFT

### Introduction

This hearing was convened as a result of the Tenants' application under the *Residential Tenancy Act* (the "Act") for:

- disputing a Two Month Notice to End Tenancy for Landlord's Use dated June 30, 2022 (the "Two Month Notice") pursuant to section 49;
- disputing a rent increase above the amount allowable under the Act pursuant to section 41;
- an order that the Landlord comply with the Act, the regulations, or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the Landlord pursuant to section 72.

The Landlord, the Landlord's agent MH, and one of the Tenants, MRH, attended this hearing.

### 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 January 31, 2023. The Tenants and any other occupant will vacate the rental unit by 3:00 pm on January 31, 2023.
2. The Tenants will pay rent of \$3,000.00 for the month of December 2022 to the Landlord on December 1, 2022. The parties agree that the Tenants do not otherwise owe any rent to the Landlord.
3. The Tenants are authorized to withhold payment of rent for the month of January 2023 as the Tenants' compensation under section 51(1) of the Act.
4. The Tenants may move out of the rental unit any time on or after December 31, 2022 and prior to January 31, 2023 by giving the Landlord at least 10 days' notice in advance via email. If the Tenants provide the Landlord with such notice and the Tenants move out by the date given, the Landlord will pay the Tenants, upon return of the keys, an amount equal to the pro-rated rent for the unused days left in January 2023. For example, if the Tenants wish to move out by 3:00 pm on January 15, 2023, the Tenants must notify the Landlord by January 5, 2023, and the Landlord will pay the Tenants  $\$3,000.00 \times 16/31 \text{ days} = \$1,548.39$  upon move out.
5. The Tenants' \$1,500.00 security deposit shall be dealt in accordance with the Act, the regulation, and the parties' tenancy agreement.

The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as final, binding, and enforceable, 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, the regulation, their tenancy agreement 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 Landlord an Order of Possession which orders that the Tenants and any occupant provide vacant possession of the rental unit to the Landlord by **3:00 pm on January 31, 2023**. This Order may be served upon the Tenants, filed with 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 Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 01, 2022

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Residential Tenancy Branch