



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL CNR MNDCT OLC LRE FFT**

Introduction

This hearing was convened by way of conference call in response to three applications for dispute resolution (collectively the “Applications”) made by the Tenant under the *Residential Tenancy Act* (the “Act”). In the first application for dispute resolution (“First Application”), the Tenant seeks:

- an order to cancel a Two Month Notice to End Tenancy for Landlord’s Use of Property dated June 29, 2022 (“2 Month Notice”) pursuant to section 47;
- an order for compensation for the Tenant’s monetary loss or other money owed by the Landlords pursuant to section 67;
- an order suspending or setting conditions on the Landlords’ right to enter the rental unit pursuant to section 70;
- an order for the Landlords to comply with the Act, *Residential Tenancy Regulations* (“Regulations”) and/or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for the First Application from the Landlords pursuant to section 72.

In the second application for dispute resolution (“Second Application”), the Tenant seeks:

- an order to cancel a Ten Day Notice for Unpaid Rent and/or Utilities dated July 20, 2022 (“First 10 Day Notice”) pursuant to section 46;
- an order suspending or setting conditions on the Landlords’ right to enter the rental unit pursuant to section 70; and
- authorization to recover the filing fee for the Second Application from the Landlords pursuant to section 72.

In the third application for dispute resolution (“Third Application”), the Tenant seeks:

- an order to cancel a Ten Day Notice for Unpaid Rent and/or Utilities dated August 10, 2022 (“Second 10 Day Notice”) pursuant to section 46; and
- authorization to recover the filing fee for the Third Application from the Landlords pursuant to section 72.

The original hearing of the Application was held on November 21, 2022 (“Original Hearing”). There was insufficient time for the parties to complete their testimony and rebuttals. As such, pursuant to Rule 7.8 of the *Residential Tenancy Branch Rules of Procedure* (“RoP”), I adjourned the hearing and issued a decision dated November 26, 2022 (“Interim Decision”). In the Interim Decision, I ordered the Landlords to re-serve their evidence on the Tenant that they submitted to the Residential Tenancy Branch (“RTB”) prior to the Original Hearing. Except for the Landlord re-serving their evidence on the Tenant, the parties were ordered not to serve, or submit to the RTB, any additional evidence on each other. The Interim Decision, and Notices of Dispute Resolution Proceeding for this adjourned hearing (“Adjourned NDRP”), scheduled for December 22, 2022 at 11:00 am (“Adjourned Hearing”), were served on the parties by the RTB.

The two Landlords (“SH” and “RN”) and the Tenant attended the Original Hearing and the Adjourned Hearing. They were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Two witnesses (“VT” and “AN”) were called during the Adjourned Hearing to provide testimony on behalf of the Landlords.

The Tenant stated she served the Notice of Dispute Resolution Proceeding and her evidence for the First Application (collectively the “First NDRP Package”) on each of the Landlords by registered mail. SH acknowledged each of the Landlords received the First NDRP Package. I find the First NDRP Package was served on each of the Landlords pursuant to sections 88 and 89 of the Act.

The Tenant stated she served the Notice of Dispute Resolution Proceeding and her evidence for the Second Application (collectively the “Second NDRP Package”) on each of the Landlords by registered mail. SH acknowledged each of the Landlords received the Second NDRP Package. I find the Second NDRP Package was served on each of the Landlords pursuant to sections 88 and 89 of the Act.

The Tenant stated she served the Notice of Dispute Resolution Proceeding and her evidence for the Third Application (collectively the “Third NDRP Package”) on each of

the Landlords by registered mail. SH acknowledged each of the Landlords received the Third NDRP Package. I find the Third NDRP Package was served on each of the Landlords pursuant to sections 88 and 89 of the Act.

Settlement Agreement

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 all issues currently under dispute:

1. The Tenant agrees to withdraw the Applications;
2. The Landlords agree to cancel the 2 Month Notice, the First 10 Day Notice and Second 10 Day Notice;
3. The Landlords agree to pay the Tenant \$200.00 to reimburse her the filing fees for the Second Application and Third Application;
4. The Tenant agrees to vacate the rental unit by 1:00 pm on January 31, 2023;
5. The Landlords agree the Tenant will not be required to pay rent to the Landlords for occupation of the rental unit for January 31, 2023.
6. In the event the Tenant intends to vacate the rental unit prior to January 31, 2023, the Tenant agrees to serve the Landlords with written notice ("Vacate Notice") stating the date the Tenant will vacate the rental unit. The Landlords agree to pay the Tenant an amount equal to the per diem rental rate of \$48.39 per day for each day the Tenant does not occupy the rental unit during the month of January 2023 commencing from 11th day after the date specified in the Vacate Notice until, and including, January 31, 2022;
7. If the Landlords do not use the rental unit for the purpose stated in the 2 Month Notice, the Tenant has the right to make an application for dispute resolution to seek compensation from Landlords pursuant to subsection 51(2) of the Act; and
8. The parties agree the provisions of Division 5 of Part 2 of the Act will apply to the handling of the Tenant's security deposit of \$750.00 ("Deposit") at the end of the tenancy.

These particulars comprise the full and final settlement of all aspects of the Tenant's disputes against the Landlords. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all of the claims made in the Applications.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

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

1. the Landlords an Order of Possession effective at 1:00 pm on December 31, 2023. Should the Tenant or any other occupant or guest in the rental unit 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. The Landlords are provided with the Order of Possession on the above terms and the Tenant must be served by the Landlords with the above Order of Possession as soon as possible; and
2. the Tenant a monetary order requiring the Landlords to pay the Tenant \$200.00. This monetary order may be filed and enforced by the Tenant in the Small Claims Division of the Provincial Court of British Columbia. The Tenant is provided with the monetary order on the above terms and the Landlords must be served by the Tenant with the above monetary order as soon as possible.

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 24, 2022

Residential Tenancy Branch