



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

The Tenant seeks an order pursuant to s. 49 of the *Residential Tenancy Act* (the “Act”) to cancel a Two-Month Notice to End Tenancy signed on July 30, 2022 (the “Two-Month Notice”).

R.P. appeared as the Tenant and was joined by C.D. as her advocate. B.T. and M.T. appeared as the respondent Landlords.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

Parties’ Settlement

Pursuant to section 63 of the *Act*, I 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.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The tenancy shall end by way of mutual agreement by no later than January 31, 2023.

2. The Landlords agree to pay the Tenant \$1,000.00 in compensation for ending the tenancy.
3. The Tenant shall pay rent to the Landlords in full on January 1, 2023. The Tenant may end the tenancy sooner than January 31, 2023 by providing the Landlords one-day's notice, with the Landlords acknowledging the form of the Tenant's notice may be informal. Should the Tenant end the tenancy sooner, the Landlords agree to prorate rent for January and return the balance of the rent to the Tenant based on the days from when the Tenant provides vacant possession until January 31, 2023.
4. The Landlords agree to return the Tenant's security deposit in full at the end of the tenancy provided that there is only normal wear and tear within the rental unit.

I confirmed that the Landlords and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlords and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Pursuant to the settlement, I grant the Landlords an order of possession. The Tenant shall provide vacant possession of the rental unit by no later than **1:00 PM on January 31, 2023**.

Also pursuant to the settlement, I grant the Tenant a monetary order. The Landlords shall pay **\$1,000.00** to the Tenant and return prorated rent, if any, to the Tenant.

It is the Landlords' obligation to serve the order of possession on the Tenant. If the Tenant does not comply with the order of possession, it may be filed by the Landlords with the Supreme Court of British Columbia and enforced as an order of that Court.

It is the Tenant's obligation to serve the monetary order on the Landlords. If the Landlords do not comply with the monetary order, it may be filed by the Tenant with the Small Claims Division of the Provincial Court and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*, except for the Tenant's entitlement to compensation under s. 51(1) of the *Act*. Further, the settlement

agreement shall not be construed as a limit on whatever entitlement the Tenant may have pursuant to s. 51(2) of the *Act* should the stated purpose within the Two-Month Notice fail to be fulfilled.

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 31, 2022

Residential Tenancy Branch