



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDCT, RR, RP, PSF, LRE, LAT, OLC, FFT
CNL, FFT

Introduction

This hearing was reconvened from an initial hearing on January 19, 2023 regarding two applications made by the Tenants under the *Residential Tenancy Act* (the “Act”).

An interim decision was issued on January 19, 2023 (the “Interim Decision”), in which I had severed, and dismissed with leave to re-apply, all of the Tenants’ claims except for the Tenants’ claims to:

- cancel a One Month Notice to End Tenancy for Cause dated August 23, 2022 (the “One Month Notice”) pursuant to section 47;
- cancel a Two Month Notice to End Tenancy for Landlord’s Use dated October 31, 2022 (the “Two Month Notice”) pursuant to section 49; and
- recover the filing fees for the applications from the Landlord.

This decision should be read together with the Interim Decision.

The Tenants, the Landlord, the Landlord’s property manager MV, and the Landlord’s spouse YT attended this reconvened 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 reconvened 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 the Tenants' two applications (excluding the issues which were severed and dismissed with leave to re-apply):

1. The One Month Notice is set aside.
2. The effective date of the Two Month Notice is extended to March 15, 2023. The Tenants and any other occupant will vacate the rental unit by 1:00 pm on March 15, 2023.
3. The Tenants are authorized to withhold payment of rent to the Landlord for the month of February 2023 for the Tenants' compensation under the Two Month Notice and section 51(1) of the Act.
4. The Tenants may notify the Landlord in writing on or before February 24, 2023 to end the tenancy by 1:00 pm on March 1, 2023. If the Tenants do not notify the Landlord by February 24, 2023 or do not move out by 1:00 pm on March 1, 2023, the Tenants will pay the Landlord 50% of rent for March 2023 on March 1, 2023.
5. The Tenants' security deposit shall be dealt in accordance with the Act, the regulation, and the parties' tenancy agreement.
6. The parties will split the filing fees for these two applications (\$200.00) equally. The Landlord will pay the Tenants \$100.00 forthwith as reimbursement for 50% of the filing fees.

The parties gave verbal affirmation at the hearing that they understood and agreed to the above settlement terms as final, binding, and enforceable, which resolve the issues raised on the Tenants' two applications (excluding the issues which were severed and dismissed with leave to re-apply).

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

To give effect to the above settlement and as further agreed to by the parties during the hearing:

- I grant the Landlord an Order of Possession which orders that the Tenants provide vacant possession of the rental unit to the Landlord by **1:00 pm on March 15, 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.
- I grant the Tenants a Monetary Order in the amount of **\$100.00** for the Landlord's share of the filing fees pursuant to term 6 above. This Order may be served on the Landlord, filed in the Provincial 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: January 27, 2023

Residential Tenancy Branch