



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      MNETC, FFT

### Introduction

This hearing dealt with the tenants' application, filed on June 27, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- 12 months' rent compensation of \$11,400.00 because the tenancy ended as a result of a Two Month Notice to End Tenancy for Landlord's use of Property, dated March 12, 2022, and effective May 31, 2022 ("2 Month Notice") and the purchasers have not complied with the *Act* or used the rental unit for the stated purpose, pursuant to section 51; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

"Tenant PR" did not attend this hearing. The two purchasers, purchaser KH ("purchaser") and "purchaser HJ," and tenant KS ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing lasted approximately 34 minutes. This hearing began at 1:30 p.m. with and the two purchasers present only. The tenant called in late at 1:32 p.m. I did not discuss any evidence in the absence of the tenant. This hearing needed at 2:04 p.m.

The purchaser confirmed the names and spelling for both purchasers. The tenant confirmed the names and spelling for both tenants. The purchaser and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

The purchaser confirmed that both purchasers (collectively “purchasers”) co-own the rental unit. He provided the rental unit address. He identified himself as the primary speaker for both purchasers at this hearing.

The tenant confirmed that she had permission to represent tenant PR (collectively “tenants”), who she said is her husband, at this hearing.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“*Rules*”) does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, all hearing participants separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests.

Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

The purchaser confirmed receipt of the tenants’ application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that both purchasers were duly served with the tenants’ application.

The tenant stated that she only received a 1.5-page cover letter from the purchasers, as evidence for this hearing. The purchaser confirmed that he only served this document to the tenant. He said that the 4 attachments referenced in the above cover letter were not provided to the tenants, only to the RTB, because it was confidential and private. I informed the purchasers that I could not consider their 4 attachments because it was not served to the tenants, as required, pursuant to Rule 3.1 of the RTB *Rules*. The purchaser affirmed his understanding of same. In any event, I was not required to consider the purchasers’ evidence at this hearing or in my decision, because both parties voluntarily settled this application, and I did not make a decision on the merits.

The tenants received a copy of the former landlord’s 2 Month Notice. The tenants provided a copy of same for this hearing. The notice lists the former landlord’s name as the landlord issuing the notice and lists the two purchasers’ names as the purchasers of the rental unit from the former landlord seller. Therefore, the two purchasers are referenced as same in this decision.

In accordance with section 88 of the *Act*, I find that the tenants were duly served with the former landlord's 2 Month Notice. The notice indicates the following reason for ending the tenants' tenancy:

*All of the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.*

### Settlement Terms

Pursuant to section 63 of the *Act*, the 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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The purchasers agreed to pay the tenants \$3,500.00 total, by May 1, 2023, by way of e-transfer, to the tenants' email address as confirmed by both parties during this hearing and is located on the cover page of this decision;
2. The purchasers agreed to phone the tenants, once the e-transfer has been sent by the purchasers to the tenants, at the phone number confirmed by both parties during this hearing, and is located on the cover page of this decision;
3. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their entire application, including the 12 months' rent compensation of \$11,400.00 and the \$100.00 application filing fee, and any issues arising out of this tenancy;
4. Both parties agreed that they will not initiate any future claims or applications against each other at the RTB, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 34-minute hearing. Both parties were provided with ample time during this hearing, to ask questions, think about, negotiate, discuss, and decide about the above settlement terms.

### Conclusion

I order both parties to comply with all of the above settlement terms.

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary Order in the tenants' favour in the amount of \$3,500.00. I deliver this Order to the tenant(s) in support of the above agreement for use **only** in the event that the purchaser(s) fail to pay the tenant(s) \$3,500.00 as per condition #1 of the above agreement. The purchaser(s) must be served with a copy of this Order. Should the purchaser(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: March 20, 2023

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Residential Tenancy Branch