



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with a tenant's application for cancellation of a Two Month Notice to End Tenancy for Landlord's Use of Property ("Two Month Notice").

Both the landlord and the tenant appeared for the hearing. The parties were affirmed. Both parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

I confirmed the landlord received the tenant's proceeding package and evidence via email. I confirmed the landlord had not submitted or served any evidence prior to the hearing and intended to provide his position orally during the hearing.

During the hearing, the parties turned their minds to resolving this matter by way of a mutual agreement. I was able to facilitate a mutual agreement and I have recorded it by way of this decision and the Order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties were in agreement as to the following facts:

- The tenancy started on July 1, 2021.
- The tenants are currently required to pay rent of \$3250.00 on the first day of every month.

- The residential property has a duplex. Each side of the duplex has a suite, with a potential of four living units on the property. The tenants rent one-half of the duplex, including its suite, so that the tenants have two living units under a single tenancy agreement.
- The landlord served the tenants with all four pages of a Two Month Notice with an effective date of April 1, 2023 by placing it in their mailbox or mail slot on February 23, 2023.
- The reason for ending the tenancy, as stated on the Two Month Notice, is that the landlord's child intends to occupy the rental unit. During the hearing, the landlord testified that he has two adult sons and that his sons will occupy each of the units rented by the tenants.

The parties mutually agreed to the following terms and conditions in resolution of this application:

1. The tenancy shall end pursuant to the Two Month Notice that has already been served but the effective date is extended to August 31, 2023.
2. The tenants assure the landlord that they will vacate both of the living units that they rent from the landlord by 1:00 p.m. on August 31, 2023 and that the landlord shall be provided an Order of Possession reflecting this date and time.
3. In recognition that the landlord has extended the effective date to August 31, 2023 for the sole benefit of the tenants, the tenants forever waive entitlement to one-half of the compensation they would otherwise be entitled to receive under section 51(1) of the Act. Accordingly, the tenants will pay one-half of the monthly rent, or \$1625.00, to the landlord for their last month of tenancy. The tenants retain entitlement to any compensation payable under section 51(2) of the Act should the landlord not use the rental unit for the stated purpose.
4. The tenants remain obligated to leave the rental unit "reasonably clean" and undamaged at the end of the tenancy, as required under the Act.
5. The security deposit remains in trust at this time, to be administered after the tenancy ends in accordance with section 38 of the Act.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on August 31, 2023.

Conclusion

The parties resolved this matter by way of a mutual agreement that I have recorded in this decision.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on August 31, 2023.

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 30, 2023

Residential Tenancy Branch