



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL OLC, RR, MNDCT, MNRT, LRE, FFT, (tenant);
MNRL-S, OP, FFL, OPL (landlord)**

Introduction

This hearing dealt with an application by the tenants under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a Two Month Notice to End Tenancy for Landlord's use ("Two Month Notice") pursuant to section 49;
- An order requiring the landlords to comply with the Act pursuant to section 62;
- An order to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order to restrict or suspend the landlord's right of entry pursuant to section 70;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

This hearing also dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order of possession under a Two Month Notice to End Tenancy for Landlord's Use ("Two Month Notice") pursuant to sections 48 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlords attended with the lawyer JD ("the landlord"). The tenants attended ("the tenant"). The parties agreed they were the sole landlords and tenants and the proceedings were amended accordingly throughout.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 98 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

The attendee(s) were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The attendee(s) were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the attendee(s) were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the *Act*. The attendee(s) had no questions about my direction pursuant to RTB Rule 6.11.

In addition, the attendee(s) confirmed their email address and stated that they understood that the decision and any applicable orders would be emailed to them.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. This settlement agreement was reached in accordance with section 63.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The tenancy between the parties shall end at 1:00 PM on September 30, 2021, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The tenant shall not pay rent due to the landlord for the months of June, July, August, and September 2021.
3. The security deposit shall be returned to the tenant on the vacancy date.
4. The tenant withdraws all applications against the landlord including the tenant's application under the file number appearing on the first page scheduled for hearing September 16, 2021 and the landlord consents thereto.
5. The tenant shall continue to pay utilities for the unit until the vacancy date.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Order of Possession effective 1:00 PM on September 30, 2021 pursuant to section 55(2)(d) of the *Act*.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

Should the tenant fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Each party acknowledged they understood and consented to these terms.

Conclusion

Both application(s) is/are settled on the above terms.

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: June 03, 2021

Residential Tenancy Branch