



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDCT, CNR, OPR-DR, MNR-DR, MNDL, FFL

Introduction and Preliminary Matters

This hearing dealt with cross-applications filed by the parties. On May 3, 2022, the Tenants made an Application for Dispute Resolution seeking to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to Section 49 of the *Residential Tenancy Act* (the "*Act*").

On August 30, 2022, the Tenants amended this Application seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*.

On June 8, 2022, the Tenants made another Application for Dispute Resolution seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent pursuant to Section 46 of the *Act*.

On June 10, 2022, the Landlords made an Application for Dispute Resolution seeking an Order of Possession based on the 10 Day Notice to End Tenancy for Unpaid Rent pursuant to Section 46 of the *Act*, seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On July 26, 2022, the Landlords amended this Application seeking to increase the amount of monetary compensation they were seeking pursuant to Section 67 of the *Act*.

Tenant E.C. attended the hearing. Landlord M.S. attended the hearing as well, with K.S. attending as an agent for the Landlords. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also

informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of the Notice of Hearing packages, the Amendments, and the documentary evidence was discussed. Prior to hearing submissions about the merits of the respective Applications, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the conditional Monetary Order that accompanies it.

Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Two Month Notice to End Tenancy for Landlord's Use of Property will remain live and in effect.
2. The 10 Day Notice to End Tenancy for Unpaid Rent of June 4, 2022, is cancelled and of no force or effect.
3. The Landlords must pay to the Tenants the sum of **\$500.00**, which is equivalent to the return of half of the security deposit.
4. A conditional Monetary Order will be awarded to the Tenants should the Landlords **not** comply with this condition. If the Landlords **do** comply with this condition, this Monetary Order will not be enforceable.
5. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of these disputes. The parties are now precluded from filing any more Applications against the other party with respect to this tenancy, with the exception of any claim as a result of the Notice pursuant to Section 51 of the *Act*.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a

voluntary basis and that they understood the binding nature of this full and final settlement of these disputes.

As the Tenants gave up vacant possession of the rental unit on or around July 12, 2022, an Order of Possession was not necessary to be addressed.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, I hereby Order that the 10 Day Notice to End Tenancy for Unpaid Rent of June 4, 2022, to be cancelled and of no force or effect.

The Tenants are provided with a conditional Monetary Order in the amount of **\$500.00** to serve and enforce upon the Landlords, if the Landlords do not comply with condition three of this settlement. The Order must be served on the Landlords by the Tenants. Should the Landlords 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: September 13, 2022

Residential Tenancy Branch