



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Preliminary Issues

The teleconference hearing was scheduled to begin at 10:30 a.m. The Landlord had signed into the teleconference in time for the 10:30 a.m. hearing to begin. No one had signed into the teleconference on behalf of the Tenants at 10:40 a.m. I began to explain to the Landlord that I would be dismissing the Tenants' application and would consider his request for an Order of Possession.

At 10:31 the Tenants signed into the teleconference and stated they were at the *Residential Tenancy Branch (RTB)* and were there prior to 10:30 and were waiting to be called into the hearing. An Information Officer came onto the telephone and confirmed the Tenants attendance at the RTB. In light of the aforementioned confusion I started the hearing again and I informed both Tenants of the Landlord's testimony that was heard in their absence.

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenants to cancel a notice to end tenancy for cause.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. During the hearing each party was given the opportunity to provide their evidence orally and respond to each other's testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

1. Have the parties agreed to settle this matter?

### Background and Evidence

The parties confirmed they entered into a month to month tenancy that began on August 1, 2012. Rent is payable on the first of each month in the amount of \$600.00

plus \$75.00 for utilities and on July 17, 2012 the Tenants paid \$300.00 as the security deposit.

During the course of this proceeding the parties agreed to settle this matter.

### Analysis

The parties agreed to settle these matters on the following terms:

- 1) The Tenants agreed to withdraw their application; and
- 2) The Landlord and Tenants mutually agreed to end this tenancy effective December 31, 2012; and
- 3) The Tenants agreed to pay their rent and utilities on time for the duration of the tenancy; and
- 4) The Tenants agreed to abide by the terms of their tenancy agreement and the *Residential Tenancy Act* for the duration of their tenancy; and
- 5) The parties agreed that if the Tenants failed to abide by the aforementioned or if they disturbed other tenants that the Landlord would be at liberty serve the Tenants another Notice to end the tenancy prior to December 31, 2012.

In support of the aforementioned agreement, the Landlord will be issued an Order of Possession.

### Conclusion

The Landlord has been granted an Order of Possession effective December 31, 2012, at 1:00 p.m. This Order is legally binding and must be served upon the Tenants.

Any deposits currently held in trust by the Landlord are to be administered in accordance with Section 38 of the *Residential Tenancy Act*.

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: November 09, 2012.

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Residential Tenancy Branch