



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDC

### Introduction

This hearing was convened by way of conference call in response to an application made by tenants to cancel a notice to end tenancy for cause and for money owed or compensation for damage or loss under the *Residential Tenancy Act* (referred to as the Act), regulation or tenancy agreement.

The landlords and the tenants appeared for the hearing. No issues in relation to the service of documents under the Act were raised by any of the parties.

At the start of the hearing, I informed the parties that I would only be dealing with the portion of the tenants' application to cancel the notice to end tenancy. I did not hear any evidence in relation to the tenants' monetary claim and as a result, I dismiss the tenants' application for money owed or compensation for damage or loss with leave to re-apply.

### Analysis & Conclusion

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 or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute.

Both parties agreed to settle the dispute in full under the following terms:

1. The landlord and tenant agreed to end the tenancy on March 1, 2014 at 1:00 pm.
2. As a result, the tenants were agreeable to the landlords being issued with an Order of Possession effective for 1:00 pm on March 1, 2014 which the landlord can serve onto the tenants **if** the tenants fail to vacate on this date and time.

3. The landlords agreed to maintain the tenants' internet service for the duration of the tenancy until March 1, 2014.

The landlords and tenants are cautioned that their rights and obligations in relation to the return of the security deposit at the end of the tenancy are still in effect.

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective **March 1, 2014 at 1:00 p.m.**

This order is final and binding on the parties and may be enforced.

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: December 23, 2013

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Residential Tenancy Branch

