



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LANTERN PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MT, CNC, FF

Introduction

This hearing dealt with an application by the tenants for an order to set aside a notice to end tenancy for cause and for more time to do so. The tenants also applied for the recovery of the filing fee.

Both parties attended the hearing and had opportunity to be heard. The tenants acknowledged receipt of evidence submitted by the landlord and both parties gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began in May 1984. On November 27, 2013, the landlord served the tenants with a one-month notice to end tenancy for cause.

During the hearing, the tenants informed me that they would be moving out on or before January 31, 2014 and therefore did not wish to dispute the notice to end tenancy.

The parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 and an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to move out on or before 1:00p.m. on January 31, 2014.
2. The landlord agreed to allow the tenancy to continue till 1:00 p.m. on January 31, 2014.
3. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement, the tenancy will end on or before 1:00 pm on January 31, 2014.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenants' request to recover the filing fee paid for this application

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: January 24, 2014

Residential Tenancy Branch

