



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC ERP RP LRE

Preliminary Issues

Residential Tenancy Rules of Procedure, Rule 2.12 states that the issues identified in the cross application must be related to the issues identified in the application being countered or responded to.

Upon review of the Tenants' application I have determined that I will not deal with all the dispute issues the Tenants have placed on their application. For disputes to be combined on an application they must be related. Not all the claims on this application are sufficiently related to the main issue relating to the Notice to end tenancy. Therefore, I will deal with the Tenants' request to cancel the Landlord's Notice to End Tenancy issued for cause; and I dismiss the balance of the Tenants' claim with leave to re-apply.

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenants on September 9, 2014, to cancel a Notice to end tenancy issued for cause.

The hearing was conducted via teleconference and was attended by the Landlord's Agent (hereinafter referred to as Landlord) and both Tenants. Each person provided affirmed testimony and confirmed receipt of evidence served by the other.

At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. 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

Have the parties agreed to settle these matters?

Background and Evidence

It was undisputed that the parties executed a written tenancy agreement for a month to month tenancy that commenced on January 1, 2012. The Tenants are required to pay rent of \$850.00 on the first of each month and on January 1, 2012 the Tenants paid \$425.00 as the security deposit plus.

During the course of this proceeding the parties agreed to settle the matters pertaining to the eviction notice.

Analysis

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 their dispute on the following terms:

- 1) The parties mutually agreed to end this tenancy effective December 31, 2014;
- 2) The Tenants agreed that they would pay their rent in full and on time on the first of each month for November and December 2014 and that rent would be available for pick up no later than 6:00 p.m. on the first of each month;
- 3) The Tenants acknowledged that if they wish to end their tenancy prior to December 31, 2014 they would have to provide the Landlord written notice no later than October 31, 2014, to end the tenancy as of November 30, 2014;
- 4) The Landlord agreed to call the Tenants no later than 5:00 p.m. on the first of each month to make arrangements for the exact time they would pick up the rent; and
- 5) The Landlord would be issued an Order of Possession in support of this agreement.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the *Act*.

The Landlord has been granted an Order of Possession effective **December 31, 2014 at 1:00 p.m. after service upon the Tenants.** In the event that the Tenants do not comply with this Order it may be filed with the Province of British Columbia Supreme 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: October 30, 2014

Residential Tenancy Branch

