



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### **Introduction**

This hearing was convened as the result of the tenants' application for dispute resolution under the Residential Tenancy Act (the "Act"), seeking an order cancelling the landlord's 1 Month Notice to End Tenancy for Cause (the "Notice") and for recovery of the filing fee paid for this application.

The tenants and the landlord attended the face to face hearing and the matter of a settlement of the issues was raised. Thereafter a mediated discussion ensued and the parties agreed to settle the issues, as follows:

### **Settled Agreement**

1. The tenants agree to vacate the rental unit no later than by 1:00 p.m. on June 30, 2015;
2. The tenants may vacate the rental unit earlier than 1:00 p.m. on June 30, 2015, with a 1 month notice being provided to the landlord;
3. The tenants understand the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenants fail to vacate the rental unit by 1:00 p.m., June 30, 2015, the landlord may serve the order of possession on the tenants;
4. The parties agree that the tenants are entitled to recover a portion of their filing fee paid for this application, in the amount of \$25; and
5. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the tenants' application and that no finding is made on the merits of the said application for dispute resolution or the Notice.

Conclusion

The tenants and the landlord have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit effective 1:00 p.m., June 30, 2015. The order of possession is enclosed with the landlord's Decision.

The tenants may deduct \$25 from their next or a future month's payment of rent to satisfy recovery of a portion of their filing fee, and to notify the landlord when they elect to make said deduction.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

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 20, 2014

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Residential Tenancy Branch

