



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF (Landlord's Application)
 OPC, FF (Tenants' Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenants and the Landlord.

The Tenants applied to cancel a 1 Month Notice to End Tenancy for Cause and to recover their filing fee. The Landlord made an Application for an Order of Possession and to recover the filing fee.

Both parties appeared for the hearing and provided written evidence in advance of the hearing. The parties confirmed receipt of each others' Application and written evidence. The Tenants confirmed that they had not paid rent for the month of December, 2014 because they were waiting for the outcome of this hearing. The Tenants were informed that the Residential Tenancy Act (the "Act") does not authorise a Tenant to make deductions from their rent for this reason.

Before I invited the parties to provide evidence in relation to their Applications, I gave the parties an opportunity to settle this matter through mutual agreement. The parties agreed that this tenancy should end mutually.

Settlement Agreement

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.

The Landlord and Tenants agreed to end the tenancy on **January 31, 2015** at which point the Tenants are required to vacate the rental suite, unless otherwise decided by the parties in writing. The Landlord is issued with an Order of Possession effective for

this date. However, the parties may agree in writing to mutually agree to end the tenancy early than January 31, 2015.

The Tenants are still liable to pay rent for the duration of the tenancy in accordance with the Act and the Tenants confirmed they will be paying their December, 2014 rent to the Landlord after this hearing. The Landlord was informed of her remedies under the Act which can be used if the Tenants fail to pay rent.

The rights and obligations of both parties in relation to the return of the security deposit still apply at the end of the tenancy.

As the parties agreed to mutually end this tenancy, I dismiss both parties claim to recover their filing fee from each other.

Conclusion

For the reasons set out above, I grant the Landlord an Order of Possession effective **at 1:00 pm on January 31, 2015**. This order may be filed and enforced in the Supreme Court as an order of that court if the Tenant fails to vacate the rental unit in accordance with the above agreement.

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 02, 2014

Residential Tenancy Branch

