



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC

Introduction and Preliminary Matter:

The tenants have applied for an Order to cancel a Notice to End the Tenancy dated February 26, 2015 with an effective date of March 31, 2015 as well as seeking a monetary Order for compensation, repair orders and an order that the landlords comply with the Act. The Landlords by way of cross application sought an order for possession pursuant to the same Notice to End the Tenancy.

At the commencement of the proceeding and upon request of the tenants, 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 to be dealt with together. Therefore, I will deal with the tenants' request to set aside, or cancel the landlord's Notice to End Tenancy for cause and I dismiss the balance of the tenants' claims with liberty to re-apply.

Facts:

A hearing was conducted in the presence of both parties. A tenancy began on November 1, 2014 with rent in the amount of \$ 850.00 due in advance on the first day of each month. The tenants paid a security deposit amounting to \$ 425.00 at the beginning of the tenancy.

Settlement:

The parties settled this matter and I have recorded the agreement pursuant to section 63(2) as follows:

- a. The parties have agreed to end the tenancy effective September 30, 2015 at 1:00 PM,

- b. I have cancelled the Notice to End the Tenancy dated February 26, 2015 with an effective date of March 31, 2015, and
- c. The parties agree to deal with each other in a courteous and respectful manner for the remainder of the tenancy.

Conclusion:

As a result of the settlement I have granted the landlords an Order for Possession effective September 30, 2015 at 1:00 PM. This order may be enforced in the Supreme Court of B.C. There shall be no order as to reimbursement of the filing fee to either party as it was not part of the settlement agreement. I have cancelled the Notice to End the Tenancy dated February 26, 2015 with an effective date of March 31, 2015. I have dismissed all of the tenants' other claims herein with leave to reapply. The parties are cautioned to deal with the security deposit in compliance with section 38 of the Act.

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: March 31, 2015

Residential Tenancy Branch

