



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Preliminary Issues

At the outset of the hearing the female Landlord clarified the spelling of her first name, indicating that there was no "s" at the end of her first name. Accordingly, I amended the spelling of the Landlord's first name in the style of cause, pursuant to section 64(3)(c) of the Act.

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenants on March 23, 2015, and subsequently amended with the final copy being filed on March 27, 2015. The Tenants filed seeking an order to cancel a 2 Month Notice to end tenancy issued for landlord's use of the property and to recover the cost of the filing fee from the Landlords for this application.

The hearing was conducted via teleconference and was attended by both Landlords and both Tenants. Each party gave affirmed testimony and confirmed receipt of evidence served by each 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.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The undisputed evidence included a copy of the tenancy agreement for a month to month tenancy that began on August 1, 2012. Rent of \$925.00 is due on or before the first of each month and on or before September 5, 2012 the Tenants had paid a security

deposit of \$462.50 plus a pet deposit of \$362.50. The Tenants are required to pay the flat rate of \$195.00 on the 20th of each month for utilities.

During the course of this proceeding the parties agreed to settle these matters.

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 Landlords agreed to withdraw the 2 Month Notice to end tenancy issued March 23, 2015;
- 2) The Tenants agreed to withdraw their application for disputes resolution;
- 3) The Tenants agreed to pay to the Landlords \$1,120.00 no later than May 15, 2015 as payment for the \$19500 utilities that were due April 20, 2015, plus \$925.00 that was due May 1, 2015 for rent;
- 4) The Tenants agreed to pay all remaining rent and utilities on time as per the tenancy agreement and this settlement agreement; and
- 5) The Landlords and Tenants mutually agreed to end this tenancy effective July 31, 2015 at 1:00 p.m.

The Tenants affirmed that they understood that they would not be entitled to compensation relating to the 2 Month Notice because they agreed to settle these matters and have the Notice withdrawn.

The parties agreed to settle these matters; therefore, I declined to award recovery of the filing fee.

Conclusion

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

In support of the settlement agreement, the Landlords have been issued the following two Orders:

- (1) An Order of Possession effective **July 31, 2015 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.

- (2) A Monetary Order for **\$1,120.00**. This Order is legally binding and must be served 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 Small Claims Court and enforced as an Order of that Court

The 2 Month Notice(s) issued March 23, 2015, have mutually been withdrawn and are of no force or effect.

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: May 05, 2015

Residential Tenancy Branch

