



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF (Landlords' 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 Landlords.

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

Both parties appeared for the hearing and provided written evidence in advance of the hearing. The parties confirmed receipt of each other's' Application and written evidence by registered mail pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the "Act"). The parties confirmed that the rent for the month of May 2015 had not been accepted by the Landlords pending the outcome of this hearing.

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 Landlords indicated that they wanted to end the tenancy. The Tenants indicated that they were willing to agree with the Landlords a mutual end to the tenancy that would give them sufficient time to vacate the rental suite.

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

July 31, 2015. This order may be filed and enforced in the Supreme Court of British Columbia as an order of that court if the Tenants fail to vacate the rental unit in accordance with the above agreement. Copies of the order are attached to the Landlords' copy of this decision.

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 May, 2015 rent to the Landlords immediately after this hearing.

The Landlords agreed that they will continue to provide the Tenants with a copy of the utility bills for the Tenants to make their utility payments, even though this was not the method of utility payments that had been agreed at the start of the tenancy. The Tenants agreed that they will pay utilities after receiving the utility bills from the Landlords.

The Landlords were informed of their remedies under the Act which can be used if the Tenants fail to pay rent or utilities. 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 Landlords an Order of Possession effective **at 1:00 pm on July 31, 2015**. I dismiss the parties' claim to recover the filing fee.

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 27, 2015

Residential Tenancy Branch

