



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

OPR, OPL, OPB, MNR, ET (Landlord's Application)  
MT, CNR (Tenants' Application)

### **Introduction**

This hearing convened as a result of Cross Applications. At the outset of the hearing the Landlord confirmed that he was seeking an Order of Possession based on non- payment of rent. He confirmed he erroneously checked the box on the Landlord's Application for Dispute Resolution wherein he indicated that he sought an Early End to Tenancy, an Order of Possession based on Landlord's Use and an Order of Possession based on an alleged Breach of the tenancy agreement. While he agreed that he had issued a 2 Month Notice, that notice was not in evidence. The Tenants sought more time to make their application to cancel the Notice to End Tenancy dated May 18, 2015 (the "Notice") and an Order cancelling the Notice.

The Tenant, W.H., appeared on his own behalf and as agent for C.L. The Landlord appeared as well. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

During the hearing the parties reached a comprehensive settlement. Pursuant to section 63 of the *Residential Tenancy Act*, I record their settlement in this my decision and resulting Orders. The terms of the parties' settlement is as follows:

1. The Tenants shall vacate the rental unit by no later than 1:00 p.m. on July 31, 2015.

2. The Landlord shall be entitled to an Order of Possession effective 1:00 p.m. on July 31, 2015. This Order must be served on the Tenants and may be filed in the British Columbia Supreme Court and enforced as an Order of that Court.
3. For the purposes of this settlement, the parties agree that the Tenants are not required to pay rent for May, June and July 2015 pursuant to an agreement reached on May 2, 2015 wherein the Landlord offered the Tenants two months' free rent, as well as the 2 Month Notice to End Tenancy which was issued on May 28, 2015 and which entitles the Tenants to one month's free rent.
4. Provided that the Tenants vacate the rental unit by no later than 1:00 p.m. on July 31, 2015,
  - a. the Tenants will not be required to pay rent for May, June, and July 2015; and,
  - b. the Landlord will pay to the Tenants the sum of \$850.00 on or before 1:00 p.m. on July 31, 2015. The Tenants are entitled to a Monetary Order in the above mentioned amount; this Order may be filed in the B.C. Provincial Court and enforced as an Order of that Court.
5. Should the Tenants not vacate the rental unit by 1:00 p.m. on July 31, 2015, the Landlord shall be at liberty to make an application for a Monetary Order for the unpaid rent for May, June and July 2015 as well as any further months as the case may be.
6. All other claims made by the parties are hereby dismissed as if tried on their merits.

#### Conclusion

The parties reached a comprehensive settlement whereby the Tenants agreed to vacate the rental unit by 1:00 p.m. on July 31, 2015, the Landlord is entitled to an Order of Possession effective at that time, the Tenants are not required to pay rent for May, June and July 2015 and the Landlord agrees to pay the Tenants the sum of \$850.00.

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: July 03, 2015

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Residential Tenancy Branch

