



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            CNC, FF, OPC

### Introduction

This hearing dealt with applications from both the landlords and the tenant under the *Residential Tenancy Act* (the *Act*). The landlords applied for an Order of Possession for cause pursuant to section 55. The tenant applied for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- authorization to recover her filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant confirmed that she received the landlords' 1 Month Notice posted on her door on May 29, 2015. The landlords confirmed that they received a copy of the tenant's dispute resolution hearing package including her application for dispute resolution sent by the tenant by registered mail on June 3, 2015. The tenant confirmed that she received a copy of the landlords' dispute resolution hearing package posted on her door on June 18, 2015. Both parties also confirmed that they received copies of one another's written evidence. I am satisfied that the parties were duly served with the above documents in accordance with sections 88, 89 and 90 of the *Act*.

### Issues(s) to be Decided

Should the landlords' 1 Month Notice be cancelled? If not, are the landlords entitled to an Order of Possession? Is the tenant entitled to recover the filing fee for her application from the landlords?

### Background and Evidence

On June 5, 2011, the tenant and the landlords signed a one-year fixed term Residential Tenancy Agreement for this basement suite. This Agreement called for the tenant's payment of \$500.00 in monthly rent on the first of each month plus 1/3 of the utility costs for this two-unit rental unit. As of June 1, 2013, the monthly rent increased to \$520.00, plus 1/3 of the utility costs. The landlords continue to hold the tenant's \$250.00 security deposit paid on June 1, 2011.

The landlords' 1 Month Notice identified an effective date to end this tenancy on June 31, 2015.

### 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.

Both parties agreed to resolve their applications and their disputes on the basis of the following final and binding terms of settlement:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on September 30, 2015, by which time the tenant agreed to have vacated the rental unit.
2. The tenant agreed to allow the landlords to show the rental unit to prospective new tenants during reasonable viewing hours upon 24 hours written notice to the tenant by the landlords.
3. The parties agreed that the monthly rent for September 2015 will be set at \$490.00, plus 1/3 of the utility cost.
4. Both parties agreed that the terms of this settlement agreement constituted a final and binding resolution of all issues arising from their applications and under dispute at this time.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlords if the tenant does not vacate the rental premises in accordance with their agreement. The landlords are provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant and any other occupant of the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give effect to the agreement reached between the parties, I set the monthly rent for September 2015 at \$490.00, plus 1/3 of the cost of utilities.

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 20, 2015

---

Residential Tenancy Branch

