



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RE/MAX PROFESSIONAL RENTAL MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC FF

Preliminary Issues

The parties confirmed the respondent named on the Tenants' application was an employee or Agent of the property management company who is the corporate Landlord. Accordingly, the style of cause was amended to include the corporate Landlord's name, in accordance with section 64 (3)(c) of the *Act*.

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenants on February 29, 2016. The Tenants filed seeking an order to cancel a 1 Month Notice to end tenancy for cause and to recover the cost of the filing fee from the Landlords.

The hearing was conducted via teleconference and was attended by two Agents for the corporate Landlord (the Landlords) and both Tenants.

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 was the Tenants entered into a 12 month written fixed term tenancy agreement, with the previous property management company, which began on

May 1, 2012. The tenancy continued on a month to month basis and the new property manager took over this property as of October 2015.

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 and achieved a resolution of their dispute on the following terms:

- 1) The Tenants agreed to withdraw their application for Dispute Resolution;
- 2) The Landlords agreed to withdraw the 1 Month Notice to end tenancy issued February 23, 2016;
- 3) The Tenants agreed to provide the Landlords with a key to the pad lock currently placed on the garage no later than May 1, 2016;
- 4) The Tenants agreed that all possessions owned by them stored along the fence; beside the house; beside the garage; and/or inside the garage will be removed from the rental property as soon as possible and not later than August 31, 2016 at 1:00 p.m.;
- 5) The parties mutually agreed to end this tenancy effective August 31, 2016 at 1:00 p.m.;
- 6) The Tenants agreed to pay their rent and utilities in accordance with the tenancy agreement for the duration of this tenancy;
- 7) Each person acknowledged their understanding that this settlement Decision resolved the matters contained in the Tenants' application and no findings were made on the merits of the said application for dispute resolution; and
- 8) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

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

In support of this settlement agreement the Landlords have been issued an Order of Possession effective **August 31, 2016 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 Supreme Court and enforced as an Order of that Court.

Conclusion

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

This decision is final, legally binding, and 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: April 18, 2016

Residential Tenancy Branch