



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants on May 20, 2016. The Tenants applied to: cancel a 1 Month Notice to End Tenancy for Cause (the “Notice”), for the Landlord to comply with the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; and to recover their filing fee from the Landlord.

The Tenants, the Landlord, and the Landlord’s legal team appeared for the hearing. The Landlord and the Tenants took an affirmation with respect to their oral testimony for this hearing. The Landlord confirmed receipt of the Tenants’ Application. The parties also confirmed receipt of each other’s documentary evidence. The hearing process was explained to the parties and they had no questions about the proceeding instructions.

The Landlord confirmed service of the Notice to the Tenant by posting it to the Tenants’ door on May 18, 2016 pursuant to Section 88(g) of the Act. The Tenants confirmed receipt of the Notice on the same day it was posted. The Tenants made the Application to dispute the Notice on May 20, 2016. Therefore, I determined that the Tenants had made their Application to cancel the Notice within the 10 day time limit provided by Section 47(4) of the Act.

Before the parties were invited to make submissions and present their evidence on the Notice, I asked the Tenants whether they were still residing in the rental unit and whether they had an intention of voluntarily vacating it. The Tenants indicated that they did want to end the tenancy but needed sufficient time to find a new place to move to. The Tenants offered to end the tenancy at the end of September 2016. The Landlord took some time to privately consult with her legal team on ending the tenancy by mutual agreement. The parties then turned their minds to compromise and achieved a resolution of the Tenants’ Application through a mutual agreement to end the tenancy.

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 Landlord and Tenants agreed to end the tenancy on **September 30, 2016 at 1:00 p.m.** at which point the Tenants are required to vacate the rental suite. The Landlord is issued with an Order of Possession effective for this date and time. 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 Landlord's copy of this decision.

The parties were unable to reach agreement on whether the Tenants would be allowed to vacate the rental unit earlier than the agreed date. Therefore, the parties agreed that they were bound to the end of tenancy date for September 30, 2016 pursuant to this agreement. However, this agreement does not hinder the parties from ending the tenancy earlier than September 30, 2016 using remedies under Part 4 of the Act e.g. mutual agreement or a notice to end tenancy. As the parties agreed to end this tenancy mutually, the parties agreed to split the filing fee paid by the Tenants to make this Application. The Tenants paid \$100.00 to file the Application. Pursuant to the Landlord's consent in this hearing and Section 72(2) (a) of the Act, the Tenants are able to deduct \$50.00 from their next installment of rent.

The Tenants are still liable to pay rent for the duration of the tenancy in accordance with the Act. The rights and obligations of both parties in relation to the return of the security deposit still apply at the end of the tenancy. The Tenants are cautioned about their requirements to leave the rental suite undamaged and reasonably clean pursuant to Section 37(2) of the Act. The parties confirmed their voluntary agreement and understanding of resolution in this manner during the hearing. This file is now closed. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 23, 2016

Residential Tenancy Branch