



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPB, FF (Landlords' Application)
 CNC, 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 Landlords and the Tenants. The Landlords applied for an Order of Possession for cause and for a breach of a tenancy agreement. The Tenants made an Application to cancel a notice to end tenancy for cause dated June 5, 2016 and an amended Application to cancel a notice to end tenancy for cause dated June 13, 2016. Both parties also applied to recovery the filing fee from each other.

Both Tenants and one of the Landlords appeared for the hearing and provided affirmed testimony. The parties' confirmed receipt of each other's Application and documentary evidence which was served prior to the hearing. The Landlord also provided digital evidence prior to the hearing which the Tenants had received. The Landlord denied receipt of the Tenants' amended Application but acknowledged that she was aware that they were disputing the second notice to end tenancy for cause because the Landlords had rescinded the first one dated June 5, 2016.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

Both parties provided lengthy evidence submissions during the hearing. At the end of the hearing, the Tenants confirmed that they were not happy in this tenancy and were willing to move out of the rental unit at the end of August 2016. I informed the Landlord that I would be reserving my decision in writing after taking more time to carefully consider the evidence before me and decide whether this tenancy should end pursuant to the notice to end tenancy for cause or whether it should continue.

The Landlord decided that the most appropriate resolution for her was to mutually end the tenancy based on the Tenants' proposal and agreed to the end of tenancy date.

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.

During the hearing, the parties decided to mutually end the tenancy at **1:00 p.m. on August 31, 2016**. The Tenants are still responsible for paying rent for the month of August 2016. If they do not, then the Landlord can seek to end the tenancy earlier than August 31, 2016.

The Tenants **must** vacate the rental unit on this date and time, otherwise they will be responsible for the Landlords' cost for enforcing the end of the tenancy. The Landlords are issued with an Order of Possession effective for the agreed date and time. This order is enforceable in the BC Supreme Court as an order of that court. Copies of this order are attached to the Landlords' copy of this decision.

As the parties mutually agreed to end the tenancy, I dismissed both parties' request to recover their filing fee from each other.

The parties are cautioned that the rights and obligations with regards to the return of the Tenants' security deposit at the end of the tenancy are still in effect. The parties confirmed their voluntary agreement and understanding of resolution in this manner both during and at the end of the hearing. This agreement is fully binding on the parties and is in full satisfaction of both Applications. Both files are 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 *Residential Tenancy Act*.

Dated: July 18, 2016

Residential Tenancy Branch