



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Copper Ridge Court
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes Landlord: OPC, OPB, FF
Tenants: MT, CNC, O, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlords sought an order of possession. The tenants sought more time to cancel a notice to end tenancy and to cancel a notice to end tenancy. The hearing was conducted via teleconference and was attended by the landlord; both tenants and their advocate.

At the outset of the hearing I confirmed with the tenants that they received the 1 Month Notice to End Tenancy for Cause on July 5, 2016 and that they submitted their Application for Dispute Resolution on July 14, 2016. As such, I find the tenants' submitted their Application on the 9th after receipt of the Notice. A tenant is allowed 10 days to submit their Application if they wish to dispute a 1 Month Notice. I find the tenants have met this timeline and seeking additional time is moot. I amend their Application to exclude the matter of more time.

Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to cancel a 1 Month Notice to End Tenancy for Cause and to recover the filing fee from the landlords for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 67, and 72 of the *Residential Tenancy Act (Act)*.

It must also be decided if the landlord is entitled to an order of possession for cause and/or for breach of an agreement and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 55, 67, and 72 of the *Act*.

Background and Evidence

During the hearing the parties reached the following settlement:

1. The landlord withdraws and cancels the 1 Month Notice to End Tenancy for Cause issued on July 5, 2016;

2. The landlord agrees to provide the tenants with a new copy of the requirements for preparing the rental unit for bedbug treatment;
3. The tenants agree to secure a local agency to assist them in preparing their rental unit for bedbug treatment no later than September 30, 2016. The tenants will first approach the local mental health authority;
4. If the local mental health authority cannot provide assistance the tenants will seek other agencies, to which, the landlord must agree, for the required assistance, again no later than September 30, 2016.
5. In any event the tenants must prepare the rental unit, no later than October 7, 2016, as per the specific requirements set forth in the document that outlines requirements for preparing the unit for bedbug treatment as provided by the landlord; and
6. Should the tenants fail to prepare the unit by October 7, 2016 the landlord may consider issuing a new notice to end tenancy. I caution the tenants that in addition to other causes allowed under Section 47 of the *Act* for ending the tenancy Section 47(1)(l) allows a landlord to end a tenancy if the tenant has not complied with an order of the Residential Tenancy Branch within 30 days of the date the tenant receives the order or the date specified in the order for the tenant to comply with the order, whichever is later.

Conclusion

I find that this settlement was reached by the parties and settles all matters related to their respective Applications for Dispute Resolution except for the recovery of filing fees by both parties.

As the parties have both paid a filing fee and they have worked out a settlement by mutual agreement I find they are both, in essence, successful in their Applications. While I would normally award the filing fee to the successful Applicant in such a case I find it serves no purpose to order each party can recover the filing fee from the other party as they would both be giving each other the same amount of money. As such, I dismiss each other's claims to recover their respective filing fees.

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: September 06, 2016

Residential Tenancy Branch

