



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 September 19, 2016. The Tenants applied 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 amended their Application on October 5, 2016 to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”) dated September 28, 2016.

The Landlord, an assistant for the Landlord, the Landlord’s daughter, and both Tenants appeared for the hearing. All testimony provided was taken under affirmation. The hearing process was explained to the parties and they had no questions about the proceedings. No issues were raised in relation to the service of documents for this hearing.

At the start of the hearing, the Tenants confirmed personal service of the 1 Month Notice on September 29, 2016. Therefore, I determined that the Tenants applied to dispute the 1 Month Notice on October 5, 2016 which was within the 10 day time limit provided for by Section 47(4) of the Act.

Before I heard any evidence from the parties in relation to the 1 Month Notice and the Tenant’s Application, I asked the Tenants whether they were still occupying the rental unit. The Tenants indicated that despite being served the 1 Month Notice, they acknowledged that the relationship between the parties had deteriorated and stated that they were willing to end the tenancy voluntarily by mutual agreement. The Landlord also agreed that the tenancy should end by mutual agreement. Section 63 of the Act states that an 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.

As a result, I offered the parties an opportunity to have a discussion around the ending of the tenancy and on the Tenant's Application. The parties discussed the issues between them and turned their minds to resolution. After a number of negotiations on both sides, the parties agreed to settle the dispute under the following conditions.

Settlement Agreement

1. The parties agreed to end the tenancy mutually on May 31, 2017. However, the Tenants may vacate earlier than this date provided they give written notice to the Landlord of the date they intend to vacate the rental unit. This written notice to end the tenancy does not include a time limit that would be otherwise required by the Act as the purpose is to inform the Landlord of the end date of the tenancy rather than to provide the Landlord with sufficient legal notice.
2. The Landlord is granted with an Order of Possession effective May 31, 2017 at 1:00 p.m. 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 by this agreed date and time.
3. The Tenants agreed that they would pull out, remove, and dispose of all the weeds growing in the soil of their allocated area of the dispute property gardens to ensure that the garden looks neat and tidy.
4. The Tenants agreed that they would remove all their personal property including, but not limited to, plastic piping, pots, plywood, and other garden material from the studio area of the dispute property and provide this area to the Landlord's daughter.
5. The parties agreed that the Tenants would only be responsible for continued maintenance of the weeds in their allocated area of the property gardens and that this maintenance of the weeds would be required to be performed until the tenancy expires.

The parties are cautioned that this agreement does not prevent the parties from applying for other remedies to deal with other issues that may arise in the interim time period. For example, if the Tenants fail to pay rent, then the Landlord may serve a notice to end tenancy for unpaid rent and seek to end the tenancy earlier than the date agreed to in this agreement.

The parties are encouraged to work together to ensure the remainder of the tenancy is able to conclude without further issues.

The parties confirmed during the hearing and at the end of the hearing that they had entered into this settlement agreement voluntarily and understood the full nature of the

agreement and its meaning and that it was made in full satisfaction of the Tenants' Application.

Conclusion

The Tenants' Application is dismissed as the parties reached mutual resolution in this matter as detailed above. 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: November 15, 2016

Residential Tenancy Branch