



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenants on October 12, 2016. The Tenants filed seeking an order to cancel a 1 Month Notice to end tenancy for cause.

The hearing was conducted via teleconference and was attended by both owners (the Landlords) and the male Tenant. Each person gave affirmed testimony. 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.

The male Tenant affirmed he was representing both applicant Tenants during this proceeding. Therefore, for the remainder of this decision, terms or references to the Tenants importing the singular shall include the plural and vice versa, except where the context indicates otherwise.

Both parties were provided with the opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions.

Issue(s) to be Decided

1. Have the parties agreed to settle these matters?
2. If so, what are the terms of that settlement?

Background and Evidence

As per the documentary evidence, the Tenants occupied the rental unit based on a one year fixed term tenancy agreement which commenced on October 1, 2015. A subsequent one year fixed term tenancy agreement was signed by both parties and commenced on September 1, 2016. Rent of \$1,200.00 was payable on the first of each month. On September 16, 2015 the Tenants paid \$600.00 as the security deposit plus \$300.00 as the pet deposit.

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 Tenant(s) agreed to withdraw their application for Dispute Resolution;
- 2) The Landlord agreed to withdraw the 1 Month Notice issued October 12, 2016;
- 3) The parties mutually agreed to end this tenancy effective **February 28, 2017 at 1:00 p.m.**;
- 4) The Tenant(s) agreed to pay the Landlord **\$750.00** no later than February 1, 2017 comprised of \$150.00 per month for additional utilities costs from October 1, 2016 to February 28, 2017;
- 5) The Tenant(s) agreed to pay their rent in full and on time for the duration of their tenancy;
- 6) The Landlord is issued an Order of Possession effective February 28, 2017 that must be served upon the Tenants;
- 7) The Landlord is issued a conditional Order of Possession that would be effective 2 Days upon service to the Tenants in the event the Tenants fail to meet with any of the terms of this settlement agreement;
- 8) The Landlord would be issued a \$750.00 Monetary Order that is to be served upon the Tenants and may be enforced through Small Claims court in the event the Tenants do not pay the Landlord as agreed in item (4) listed above;
- 9) Each person acknowledged that they were required to comply with the *Act* for the duration of this tenancy;
- 10) Each person acknowledged their understanding that this settled Decision resolves the matters contained in the Tenants' application for Dispute Resolution and that no findings were made on the merits of the said application; and
- 11) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

Conclusion

The parties agreed to settle these matters on the above listed terms, 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: December 06, 2016

Residential Tenancy Branch