



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated December 15, 2016 ("1 Month Notice"), pursuant to section 47.

The two tenants and their advocate, MH (collectively "tenants") and the landlord's two agents, MS and MD (collectively "landlord") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenants confirmed that their advocate had authority to speak on their behalf at this hearing. The landlord's two agents confirmed that they had authority to speak on behalf of the landlord named in this application at this hearing. This hearing lasted approximately 75 minutes, in order to allow both parties to fully negotiate a settlement of this application and their other current issues.

The landlord confirmed receipt of the tenants' application for dispute resolution package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application.

The tenants confirmed receipt of the landlord's 1 Month Notice. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 1 Month Notice.

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, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed this tenancy will end by 1:00 p.m. on June 30, 2017, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlord's 1 Month Notice, dated December 15, 2016, is cancelled and of no force or effect;
3. The tenants agreed to not use their portable washing machine anywhere inside the rental unit effective immediately on January 26, 2017 and for the remainder of this tenancy;
4. The tenants agreed to clear the affected areas inside the rental unit by February 2, 2017, in order to allow the landlord and certified technicians to inspect, repair and clean the mold, water leaks, and the water damaged carpet;
5. The landlord agreed, at his own cost, to have certified technicians inspect by February 9, 2017, and to repair and clean any recommended areas following the inspections by February 23, 2017, regarding water leaks, water damage and mold at the rental unit;
6. The landlord agreed, at his own cost, to shampoo and steam-clean the water damaged carpet inside the rental unit by February 9, 2017;
7. The tenants agreed to ensure that all of their vehicles in the driveway and on other parts of the rental property, have valid and current vehicle insurance;
8. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 30, 2017. The tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by

1:00 p.m. on June 30, 2017. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia. The landlord's 1 Month Notice, dated December 15, 2016, is cancelled and of no force or effect.

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: January 26, 2017

Residential Tenancy Branch