



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, ERP, RP

Introduction

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

- cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 47 of the *Act*; and
- an order to the landlord to make emergency repairs and repairs to the rental unit pursuant to section 33.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As the parties were both in attendance I confirmed that there were no issues with service of the landlord's 1 Month Notice, service of the tenants' application for dispute resolution or service of the parties' respective evidence packages. Based on the testimonies of the parties I find that the parties served one another with their materials in accordance with sections 88 and 89 of the *Act*.

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. This tenancy will end on 1:00 pm June 1, 2017, by which time the tenants and any other occupants will have vacated the rental unit.

2. The landlord will assist the tenants in their search for appropriate housing.
3. The landlord will continue to pay the cost of a storage locker for the tenant's belongings and personal effects until the earlier of when the tenants have entered a new tenancy agreement or June 1, 2017.
4. The landlord will make arrangements for movers to assist the tenants when the tenants will move from the rental unit into a new tenancy.
5. The 1 Month Notice of December 28, 2016 is cancelled and of no force or effect.
6. This settlement agreement constitutes a final and binding resolution of the tenants' application at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle 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 served on the tenants by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 1, 2017. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: February 6, 2017

Residential Tenancy Branch