



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL FF OLC

### Introduction

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

- cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice") pursuant to section 47 of the *Act*;
- an Order for the landlord to comply with the *Act* pursuant to section 62 of the *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

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

The tenants confirmed receipt of the landlord's 2 Month Notice, and the landlord's evidentiary package. The landlord confirmed receipt of the tenants' application for dispute resolution package. In accordance with sections 88 and 89 of the *Act*, I find that both parties were duly served with these documents.

### 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. The parties entered into a mutual agreement to end this tenancy by

1:00 P.M. on April 30, 2017, by which time the tenants agreed to have vacated the rental unit. The landlord withdrew the 2 Month Notice issued on January 31, 2017.

2. The tenants will not pay rent for the month of April 2017.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenants' application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion.

Both parties must bear the cost of their own filing fees.

### Conclusion

I find that this tenancy ends on the basis of the mutual agreement to end tenancy outlined above. This mutual agreement requires the tenants to vacate the rental unit by 1:00 P.M. on April 30, 2017. The landlord is given an Order of Possession to be used in the event that the tenants do not vacate the rental unit in accordance with this agreement. 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.

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: March 7, 2017

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Residential Tenancy Branch