



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was convened by way of conference call in response to the Tenants' Application for Dispute Resolution (the "Application") made on March 3, 2017 to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice"), and to recover the filing fee from the Landlord.

Both Tenants and the Landlord appeared for the hearing. The Landlord was assisted by his wife for translation purposes and only the male Tenant provided affirmed testimony.

The Landlord confirmed receipt of the Tenants' Application and the Tenants' evidence and also confirmed that he had not provided any documentary evidence prior to this hearing. The hearing process was explained to the parties and they had no questions about the proceeding instructions.

At the start of the hearing, the Tenant was asked whether he was still residing in the rental unit or whether he planned to vacate the rental unit irrespective of this dispute. The Tenant explained that he had been looking for another place to move to but needed six months to find a place.

The Tenant then proposed to end this tenancy on September 30, 2017. The Landlord considered the Tenant's offer and after a short discussion, the parties agreed to settle this matter by way of mutual agreement.

Pursuant to Section 63 of the Act, 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 assisted the parties to craft the following agreement for resolution of this dispute in the form of a legally binding decision and order as follows.

Settlement Agreement

1. The parties agreed this tenancy will end on September 30, 2017 at 1:00 p.m.
2. The Landlord is issued with an Order of Possession which must be served to the Tenants. If the Tenants fail to vacate the rental unit on this date and time, the Landlord may enforce the Order of Possession in the Supreme Court of British Columbia as an order of that court. Copies of the Order of Possession are attached to the Landlord's copy of this Decision.
3. The parties withdrew the 1 Month Notice dated March 1, 2017 which is of now of no force or effect. The Tenants accordingly withdrew the Application.
4. The Landlord agreed that the Tenants can end the tenancy earlier providing they give written notice to the Landlord of the earlier departure date. The Landlord waived the Tenants' requirement to provide a full rental month of notice to end the tenancy if it is done earlier.
5. The Tenants are still required to pay rent for the duration of time they occupy the rental unit. However, the Landlord is not barred from using remedies under the Act to end the tenancy earlier than the agreed date such as a notice to end tenancy for unpaid rent or another 1 Month Notice for any alleged cause by the Tenants.
6. If the Tenants end the tenancy earlier, the Tenants will only be required to pay rent for the time they occupy the rental unit.
7. The Landlord consented to the Tenants recovering their filing fee of \$100.00 from their next installment of rent.

The parties confirmed their voluntary agreement and understating of resolution in this manner both during and at the end of the hearing. 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: April 05, 2017

Residential Tenancy Branch