



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution filed March 9, 2017 wherein the Tenant sought to cancel a 1 Month Notice to End Tenancy for Cause, issued on February 14, 2017 (the "Notice") and to recover the filing fee.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims. The terms of their settlement follow.

Settlement and Conclusion

1. The Notice shall be withdrawn.
2. The tenancy shall end on July 31, 2017.
3. The Landlord is granted an Order of Possession effective 1:00 p.m. on July 31, 2017. The Landlord must serve the Order on the Tenants as soon as possible and may if necessary, file and enforce the Order in the B.C. Supreme Court.
4. The residential tenancy agreement signed by the Landlord on May 17, 2015 and by the Tenants May 19, 2015 shall continue until July 31, 2017, with the following change:
 - a. M.C. shall be removed as a Tenant.

5. The Tenants agree that they will not operate an AirBnB or other short term rental in the rental unit.
6. Upon request by the Landlord, or in the event the Tenants change the access code to the rental unit doors, the Tenants will provide the Landlords with the access code for the rental unit doors.
7. In the event the parties wish to continue the tenancy beyond July 31, 2017 they will enter into a new written tenancy agreement.
8. In the event the Tenants wish to end the tenancy prior to July 31, 2017, they will provide the Landlord with a minimum of 30 days-notice, and the Landlord agrees that she will not seek compensation for any loss of rent for the balance of the term to July 31, 2017.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

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: April 10, 2017

Residential Tenancy Branch