



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNC OPC FF

### **Introduction**

This hearing was convened in response to applications by both parties pursuant to the *Residential Tenancy Act* (the “Act”).

The landlord applied for:

- an Order of Possession for cause pursuant to section 55, and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants applied for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

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

Both parties confirmed receipt of each other's applications for dispute resolution hearing package (“Applications”) and evidence. In accordance with section 89 of the *Act*, I find that both the landlord and tenants were duly served with the Applications and evidence.

The tenants confirmed receipt of the 1 Month Notice, with an effective date of April 30, 2017, on March 29, 2017. Accordingly, I find that the 1 Month Notice was served to the tenants in accordance with section 88 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. Both parties agreed that this tenancy will end at 1:00 p.m. on July 31, 2017, by which date the tenants and any other occupants will have vacated the rental unit.
2. The landlord agreed that the 1 Month Notice, dated March 29, 2017, is cancelled and is of no force or effect.
3. The tenants agreed to pay the landlords the \$4,000.00 in outstanding rent for May 2017, by 4:00 p.m. on May 11, 2017.
4. The tenants agreed to pay rent as required by the *Act* and the tenancy agreement.
5. The tenants agreed that they will abide by the *Act*, the tenancy agreement, and regulations and that that the only occupants allowed to reside in the home are the tenants on the written tenancy agreement, and their immediate family members.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently under dispute arising from this tenancy.

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 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 discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on July 31, 2017. The landlord is provided with this Order in the above terms and the tenants must be served with this Order in the event that the tenants do not abide by condition #1 of the above settlement. 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.

The landlord's 1 Month Notice, dated March 29, 2017, is cancelled and is of no force or effect.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the landlord's favour in the amount of \$4,000.00. The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible in the event that the tenant(s) do not abide by condition #3 of the above agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: May 11, 2017

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Residential Tenancy Branch