



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC (Tenants' Application)  
                             OPC, FF (Landlords' Application)

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenants on April 6, 2017 and by the Landlords on April 11, 2017.

The Tenants applied to cancel a One Month Notice to End Tenancy for Cause (the "Notice"). The Landlords applied for an Order of Possession for cause, and to recover their filing fee from the Tenants.

Both parties appeared for the hearing and provided affirmed testimony. Both parties confirmed receipt of each other's Application and documentary evidence. The hearing process was explained to the parties and they had no questions on how the proceedings would be conducted. The parties then provided evidence in relation to the three reasons the Landlords had elected on the Notice.

The Tenants confirmed personal service of the Notice on March 30, 2017 pursuant to Section 88(a) of the Act. As a result, I determined that the Tenants made the Application to dispute the Notice within the ten day time limit provided by Section 47(4) of the *Residential Tenancy Act* (the "Act")

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.

As a result, at the end of the hearing, I offered the parties an opportunity to settle the Applications between them. The parties engaged into a lengthy discussion, turned their minds to compromise, and achieved a resolution of the Applications through a mutual agreement to end the tenancy as follows.

### Settlement Agreement

1. The parties agreed to end the tenancy on **July 31, 2017 at 1:00 p.m.**
2. The Landlords are issued with an Order of Possession which may be enforced in the Supreme Court of British Columbia as an order of that court if the Tenants fail to vacate the rental unit on this date and time. Copies of the order are attached to the Landlords' copy of this Decision.
3. The Tenants acknowledged that they had paid rent late in this tenancy. Therefore, if the Tenants pay rent late again for the months of June or July 2017, the Landlords may serve the Tenants with another Notice and request an Order of Possession to end the tenancy earlier.
4. The Landlords only agreed to allow the tenancy to continue up until July 31, 2017 on the basis that the Tenants remove their personal property which is being stored inside and outside of the rental unit comprising of: boxes; appliances; and exercise equipment. The Tenants are also to remove property stored by them from underneath the deck and from the entrance to the basement suite as this is currently posing a fire hazard. The Tenants are to move the van in the parking area on the rental property away from the spruce tree.
5. The Tenants will have up until the end of May 31, 2017 to remove these items so that they no longer create a fire hazard and risk to the rental property. The Tenants are to seek their own storage to remove these belongings to.
6. The Landlords will give written notice to the Tenants for inspection of the rental to be conducted after May 31, 2017. If the Landlords are not satisfied that the Tenants have failed to comply with these terms, the Landlords may serve the Tenants with another Notice and seek to end the tenancy earlier through dispute resolution.
7. The parties agreed to split the Landlord's filing fee. Accordingly, the Landlords may deduct \$50.00 from the Tenants' security deposit at the end of the tenancy.
8. The Landlords consented to the Tenants leaving anytime earlier than July 31, 2017 providing the Tenants give written notice of the earlier departure date. No particular amount of notice is required by the given by the Tenants.
9. The Landlords agreed to prorate the Tenants any rent paid for which the Tenants do not occupy the rental unit.

The Tenants were informed of their obligations under the Act to leave the rental unit reasonably clean and undamaged at the end of the tenancy. The rights and obligations of both parties in relation to the return of the security deposit still apply at the end of the tenancy. As the parties agreed to mutually end this tenancy, I dismiss both Applications.

The parties confirmed during and at the conclusion of the hearing that this agreement was made voluntary between the parties and that they agreed to the terms and conditions that were crafted above. These files are 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: May 16, 2017

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Residential Tenancy Branch