



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT REACHED BETWEEN BOTH PARTIES

Dispute Codes

For the tenant – CNC, MNDC, FF

For the landlords – OPC, FF

Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The tenant applied to cancel a One Month Notice to End Tenancy for cause, for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the landlords for the cost of this application. The landlords applied for Order of Possession for cause and to recover the filing fee from the tenant for the cost of this application.

Preliminary Issues

RTB Rules of Procedure 2.3 states that "if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply." In this regard I find that not all the claims on the tenant's application are sufficiently related to the main issue to be dealt with together. We therefore dealt with the tenant's application to cancel the One Month Notice to End Tenancy for cause and the tenant's application for a Monetary Order for money owed or compensation for damage or loss under the *Act*, regulations or tenancy agreement is dismissed with leave to reapply.

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing regarding the One Month Notice to End Tenancy, led to a resolution. Specifically, it was agreed as follows;

- The parties agreed the tenancy will end on May 31, 2017;
- The tenant agreed that she will vacate the rental unit on that date;
- The parties agreed that they have scheduled a move out condition inspection of the rental unit and that both parties will attend that inspection.
- The landlords agreed to withdraw the One Month Notice to End Tenancy.

These particulars comprise the **full and final settlement** of all aspects of this dispute for both parties. 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. Both parties understood and agreed that the above terms settle all aspects of the dispute heard today and are **final and binding on both parties**.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement. Should either party violate the terms of this settled agreement, it is open to the other party to take steps under the *Act* to seek remedy.

As this matter was settled, I have not awarded either party the recovery of their filing fees.

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 29, 2017

Residential Tenancy Branch