



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66; and
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

SS ('landlord') appeared on behalf of the landlord in this hearing, and had full authority to do so. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenants' Application for Dispute Resolution ('Application'). In accordance with section 89 of the *Act*, I find that the landlord was duly served with the Application.

At the outset of the hearing the landlord's agent indicated that two 1 Month Notices were issued to the tenants, both dated May 1, 2017. The first notice was personally served to the tenants on May 1, 2017, but contained an error as the tenants' last names were incorrectly spelled. The landlord cancelled this 1 Month Notice.

The tenants confirmed receipt of the second 1 Month Notice, also dated May 1, 2017, but which was not served to them until May 21, 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 that the tenant GC's daughter and her boyfriend will vacate the suite by 4:00 p.m. on July 15, 2017.
2. Both parties agreed that this tenancy will end at 4:00 p.m. on September 30, 2017, by which date the tenants and any other occupants will have vacated the rental unit.
3. The landlord agreed that the second 1 Month Notice, dated May 1, 2016, is cancelled and of no force or effect.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenants' application.

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 4:00 p.m. on September 30, 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 #2 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 Notices, both dated May 1, 2017, are cancelled and are of no force or effect.

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: July 10, 2017

Residential Tenancy Branch