



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FIRM MANAGEMENT CORP  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC, MT, MNDC

### **Introduction**

This hearing dealt with an application by the tenants for an order to set aside a notice to end tenancy for cause and for more time to do so. The tenants also applied for a monetary order for compensation. Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Are the tenants entitled to compensation?

### **Background and Evidence**

The tenancy began on April 01, 2017. The monthly rent is \$1,215.00. Both parties agreed that the tenants and their neighbor do not get along and have had several conflicts, some of which involved the police. On June 29, 2017, the landlord served the tenant with a notice to end tenancy for cause

The reasons for the notice were discussed at length. During the hearing the tenant referred to a hearing that was scheduled for September 28, 2017 to deal with a notice to end tenancy for non-payment of rent. During these discussions, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to move out on or before 1:00p.m. on September 30, 2017. The landlord agreed to extend the tenancy until this date. An order of possession will be granted to the landlord effective September 30, 2017.
2. The tenant agreed to pay all outstanding rent for July and August 2017 on or before August 31, 2017.
3. The landlord agreed to allow the tenants to occupy the rental unit rent free for the month of September 2017.
4. The tenants agreed to be mindful of issues that have caused prior conflict between themselves and their neighbor and agree to make all efforts to keep the peace.
5. The tenants requested the cancellation of the hearing scheduled for September 28, 2017.
6. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, I grant the landlord an order of possession effective September 30, 2017. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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: August 03, 2017

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Residential Tenancy Branch