



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for cancellation of the landlords' 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 call witnesses, and to make submissions.

The landlords confirmed receipt of the tenant's dispute resolution application ('Application'). In accordance with section 89 of the *Act*, I find that the landlords were duly served with the Application. The tenant confirmed receipt of the landlords' evidence package. Accordingly I find that the landlords' evidence was served in accordance with section 88 of the *Act*.

The tenant confirmed receipt of the 1 Month Notice, with an effective date of July 31, 2017, on June 7, 2017. Accordingly, I find that the 1 Month Notice was served to the tenant 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 entered into a mutual agreement that this tenancy will end on August 31, 2017 at 5:00 p.m., by which date the tenant and any other occupants will have vacated the rental unit.

2. All parties agreed that the tenant's security deposit of \$500.00 will be dealt with according to the *Act* at the end of the tenancy.
3. The landlords withdrew the 1 Month Notice to End Tenancy for Cause, dated June 7, 2017.
4. Both parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlords' 1 Month Notice, dated June 7, 2017.
5. The landlords agreed to provide 10 large boxes to the tenant for the move-out.
6. The landlords agreed to assist the tenant on August 31, 2017 between noon and 2:00 pm with his pickup truck. The landlord will assist as a driver, while the tenant will be responsible for the moving, loading and unloading of the truck.

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 landlords, which is to take effect by 5:00 p.m. on August 31, 2017.

The landlords are provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant(s) do not abide by condition #1 of the above settlement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 10, 2017

Residential Tenancy Branch