



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC DRI MNDC PSF OPC FF O

### Introduction

This hearing dealt with applications pursuant to the *Residential Tenancy Act* (the *Act*) from both the landlords and the tenants.

The landlords applied for:

- an Order of Possession based on a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”) pursuant to section 47;
- a return of the filing fee pursuant to section 72; and
- other unspecified relief.

The tenants applied for:

- cancellation of the landlord’s 1 Month Notice pursuant to section 47;
- a monetary order pursuant to section 67 of the *Act*;
- dispute of an additional rent increase pursuant to section 43 of the *Act*; and
- provision of services or facilities required by law pursuant to section 65.

Both the tenants and landlord V.R. appeared at the hearing. All parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The landlord confirmed receipt of the tenants’ application for dispute resolution hearing package (“Application”) and evidence by way of Canada Post Registered Mail, while the tenants’ confirmed receipt of the landlord’s application for dispute resolution and evidentiary package, also by way of Canada Post Registered Mail. In accordance with sections 88 and 89 of the *Act*, I find that both parties were duly served copies the others applications for dispute and evidence.

The landlord gave undisputed sworn testimony that the 1 Month Notice, with an effective date of March 1, 2017, was posted on the tenants’ door on June 9, 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 entered into a mutual agreement that rent of \$750.00 per month shall be paid every month starting on September 1, 2017.
2. The landlord withdrew the 1 Month Notice dated June 9, 2017.
3. The landlord agreed that rent shall include basic wifi and basic cable.
4. The tenants agreed to meet with the landlord on Sunday, August 13, 2017 at 10:00 A.M. to provide him with a copy of keys to their rental unit. During this time, arrangements will be made between the parties to identify items in the backyard which are to be removed.
5. The tenants agreed to have removed all of their items from the backyard and the laundry room by August 31, 2017.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's 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

This tenancy shall continue until it is ended in accordance with the *Act*.

Rent starting September 1, 2017 shall be \$750.00 per month. This amount includes basic wifi and basic cable.

The landlord has withdrawn his 1 Month Notice to End Tenancy dated June 9, 2017.

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

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Residential Tenancy Branch