



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

A hearing was scheduled for the tenants' application under s. 47(4) of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause dated June 11, 2017 with an effective date of July 31, 2017 (the "1 Month Notice"). The tenants also request recovery of the application filing fee.

Both of the tenants and both of the landlords attended the hearing. An advocate attended with the tenants to witness the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The landlords withdraw the 1 Month Notice.
2. The tenants withdraw their application to dispute the 1 Month Notice.
3. The tenants will pay their rent on the 25th of month before the month in which it is due by e-transfer, and will, if possible, set up an automated e-transfer so that the payment is

made automatically.

4. The tenancy will end no later than January 15, 2018.
5. The tenants may end the tenancy earlier than January 15, 2018 and the landlords agree that the tenants may do so with only ½ months' notice.

In support of this settlement and with the consent of the parties I issue an order of possession effective at **1:00 pm on January 15, 2018.**

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy earlier or apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: August 25, 2017

Residential Tenancy Branch