



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, OPB, FFL

### Introduction

This hearing dealt with applications from both the landlords and the tenants under the *Residential Tenancy Act* (the *Act*). The landlords applied for:

- an Order of Possession pursuant to section 55; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

The tenants applied for:

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- an order requiring the landlords to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and 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.

Landlord DS (the landlord who confirmed that she represented the interests of both landlords at this hearing) testified that the landlords received the tenants' handwritten notice to end this tenancy by March 31, 2018.

The landlord confirmed that on January 16 and 17, 2018, the landlords received copies of the tenants' dispute resolution hearing package sent by the tenants by registered mail on or about January 9 or 10, 2018. The tenants confirmed that they received copies of the landlords' dispute resolution hearing package sent by the landlords by registered mail on January 18, 2018. I find that these packages were duly served in accordance with section 89 of the *Act*.

As both parties confirmed that they had received one another's written evidence packages in full, I find that these documents were served in accordance with section 88 of the *Act*.

### Issues(s) to be Decided

Are the landlords entitled to an Order of Possession? Are the landlords entitled to recover the filing fee for this application from the tenants? Should any orders be issued against the landlords?

### Background and Evidence

The parties signed a fixed term Residential Tenancy Agreement on June 6, 2017 for the period running from June 6, 2017 until January 31, 2018. At the expiration of the fixed term, this tenancy was to end and the tenants were to vacate the rental unit. Monthly rent is set at \$1,600.00, payable in advance on the first of each month. The landlords continue to hold the tenants' \$800.00 security deposit paid when this tenancy began.

The landlord entered into written evidence a copy of a tenancy agreement the landlords had signed with their son on October 1, 2017. His tenancy with his parents was to commence on February 1, 2018, once the tenants' fixed term tenancy ended.

At the hearing, the parties confirmed that the landlords had accepted the tenants' rent payment for February 2018. This entitled the tenants to remain in this rental unit until at least the end of February 2018, pending the outcome of this dispute resolution hearing. The tenants have also provided the landlords with a cheque for the March 2018 rent, which the landlords have not yet cashed.

### 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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their applications and this dispute:

1. Both parties agreed that this tenancy will end by 3:00 p.m. on March 1, 2018, by which time the tenants will have surrendered vacant possession of the rental unit to the landlords.
2. The landlords agreed to return the tenants' rent cheque for March 2018 to the tenants at the time that the tenants surrender their keys to the landlords on March 1, 2018.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of their applications and all issues currently in dispute arising out of this tenancy at this time and that they did so of their own free will and without any element of force or coercion.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlords if the tenants do not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with an Order in the event that the tenant does not vacate the premises by 3:00 p.m. on March 1, 2018 as set out in their agreement. 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.

I order the landlords to return the tenants' March 2018 rent cheque to the tenants at the time that the tenants surrender vacant possession of the rental unit to the landlord and their keys to the rental unit on March 1, 2018.

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: February 19, 2018

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Residential Tenancy Branch