



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, LRE

### Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution filed on January 11, 2018 wherein the Tenants sought an Order restricting the Landlord's entry to the rental unit as well as an Order cancelling a 1 Month Notice to End Tenancy for Cause issued on January 6, 2018 (the "Notice").

The hearing was scheduled for telephone conference at 9:00 a.m. on this date. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

### Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

The terms of their settlement follow.

### Settlement and Conclusion

1. The tenancy shall end and the Tenants shall vacate the rental unit by no later than 1:00 p.m. on March 31, 2018.
2. The Landlord is granted an Order of Possession effective 1:00 p.m. on March 31, 2018. The Landlord must serve the Order on the Tenants as soon as possible and may file and enforce the Order in the B.C. Supreme Court.
3. The parties agree that the Landlord wishes to end the tenancy to facilitate renovations to and occupation of the rental unit by close family members. As such, the Tenants shall be credited a month's rent pursuant to section 51(1) of the *Residential Tenancy Act*.
4. The Tenants are at liberty to apply for further compensation pursuant to section 51(2) of the *Act* in the event the rental unit is not occupied by close family members for a period of at least six months.
5. The parties agree that the Landlord returned the Tenants' security deposit on January 21, 2018.
6. The Landlord shall obtain a copy of the residential tenancy agreement from the previous property owner, D.M., and shall provide a copy of the agreement to the Tenants.
7. The Tenants shall provide to the Landlord copies of any and all B.C. Hydro electrical utility accounts and Fortis B.C. gas utility accounts to which the downstairs tenants either paid or owe towards the account.
8. The parties shall make their best efforts to resolve any monetary claims they may have against the other. Should agreement not be reached:
  - a. the Landlord is at liberty to apply for monetary compensation from the Tenants for unpaid rent;
  - b. the Tenants are at liberty to apply for monetary compensation from the Landlord for the downstairs' tenants' contribution to the B.C. Hydro electrical utility and the Fortis B.C. gas utility;
  - c. any calculation shall include the Tenant's entitlement to a free month's rent pursuant to section 51(1); and,

- d. the parties shall provide a copy of this Decision in evidence when making their application for dispute resolution.

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: March 8, 2018

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Residential Tenancy Branch