



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenants under the *Residential Tenancy Act* (the “Act”), seeking cancellation of a Two Month Notice to End Tenancy for Landlord’s Use of Property (the “Two Month Notice”) and an order for the Landlord to comply with the Act, regulation, or tenancy agreement.

The hearing was convened by telephone conference call and was attended by the Landlord and both Tenants. All parties provided affirmed testimony.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end on March 31, 2018.
2. The Tenants agree to vacate the rental property by 11:59 p.m. on March 31, 2018.
3. The parties agree that the Tenants have already been provided with the required compensation pursuant to section 51 of the Act.
4. The Landlord agrees to provide the Tenants with \$350.00 if they are able to vacate the rental property by 11:59 p.m. on March 24, 2018.
5. The rights and obligations of the parties under the Act continue until the tenancy ends in accordance with this agreement.
6. The Tenants withdraw their Application in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective March 31, 2018. The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the Tenants fail to comply with this Order, this order may be filed in and enforced as an order of the Supreme Court of British Columbia.

In support of the settlement described above, and with the agreement of the parties, I grant the Tenants a conditional Monetary Order in the amount of **\$350.00**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Tenants **must not** serve or seek to enforce this Order on the Landlord, unless the Tenants comply with section 4 of the settlement agreement and the Landlord fails to meet the payment obligations set out under section 4.

The Tenants are provided with this Monetary Order in the above terms and should they be entitled to compensation pursuant to section 4, if the Landlord fails to meet their payment obligations, they must be served with this Order as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 15, 2018

Residential Tenancy Branch