



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

On April 25, 2018, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the *Act*”) to cancel a One Month Notice to End Tenancy for Cause, (the “Notice”) issued on April 24, 2018. The matter was set for a conference call.

Both the Landlord and one of the Tenants attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Should the Notice issued on April 24, 2018, be cancelled pursuant to section 47 of the *Act*?
- If not, Is the Landlord entitled to an order of possession pursuant to section 47 of the *Act*?
- Are the Tenants entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy began on November 1, 2014, as a one-year fixed term that continued as a month to month tenancy at the end of the first year. Rent in

the amount of \$1,240.00 is to be paid by the first day of each month and Tenants paid the Landlord a \$575.00 security deposit.

Both parties agreed that the Tenants were served with the Notice issued on April 24, 2018, by mail. The Notice explains that the Tenants had ten days to dispute the Notice. The Tenants filed to dispute the notice the same day they received it, on April 25, 2018.

During the hearing, both parties agreed that the Notice would be withdrawn, and expressed a desire to enter into a mutual agreement to end the tenancy.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The One Month Notice to End Tenancy for Cause, issued on April 24, 2018, is withdrawn.
2. The Tenants will move out of the rental unit by August 1, 2018, at 1:00 p.m.
3. The Landlord will not charge the Tenants rent for July 2018, as compensation for agreeing to ending the tenancy.
4. The Landlord will repay the Tenants their \$100.00 filing fee for this hearing, by June 30, 2018.
5. The Landlord will return the Tenants posted dated rent cheques by June 30, 2018.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, a conditional **Order of Possession** dated **August 1, 2018**, will be granted to the Landlord to be served should the Tenants not move out in accordance with this agreement. The Order of Possession will be effective two (2) days after service upon the Tenants.

Additionally, a conditional **Monetary Order** for **\$100.00** will be granted to the Tenants to be served on Landlord should the Landlord not repay the filing fee for this hearing in accordance with this agreement.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant a conditional **Order of Possession** to the Landlord to be served after August 1, 2018, on the condition that the Tenants do not comply with the second term of the settlement agreement. If this occurs, the Order of Possession must be served upon the Tenants and **will be effective two (2) days** after service. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I grant a conditional **Monetary Order** the Tenants to be served after June 30, 2018, on the condition that the Landlord did not comply with the fourth term of the settlement agreement. If this occurs, the Monetary Ordre must be served upon the Landlord and 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: June 11, 2018

Residential Tenancy Branch