



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on April 30, 2018. The Tenants applied to dispute a One Month Notice to End Tenancy for Cause dated April 30, 2018 (the "Notice").

Tenant J.M. appeared at the hearing for both Tenants. The Landlord appeared at the hearing. I explained the hearing process to the parties and neither had questions when asked. Both parties provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. The Landlord confirmed she received the hearing package and Tenants' evidence. She also confirmed she had a chance to review the Tenants' evidence and was prepared to proceed. Tenant J.M. confirmed she received the Landlord's evidence and had a chance to review it.

A written tenancy agreement was submitted as evidence and both parties agreed it is accurate. The tenancy started November 1, 2016 and was for a fixed term of one year ending October 31, 2017. The Landlord said the parties agreed to a new fixed term agreement of one year via email and these emails were submitted as evidence. Tenant J.M. did not dispute this.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary. I told the parties that if they chose not to discuss settlement, that was fine and I would make a final and binding decision in the matter. I told the parties that if they chose to discuss settlement and did not come to an agreement, that was fine and I would make a final and binding decision in the matter. I told the parties that if they did come to an

agreement, I would write out the agreement in my written decision and make any necessary orders. I explained that the written decision would become a final and legally binding agreement. I told the parties that this meant none of the parties could change their mind later. Neither party had questions about the above when asked. The parties agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me. The parties confirmed they understood the agreement was final and legally binding.

At the end of the hearing, Tenant J.M. brought up an issue with returning the keys to the Landlord at the end of the tenancy. I allowed the parties to discuss this and told them I would leave this issue up to them and would not include it in the settlement agreement. I also told the parties there are requirements in relation to Condition Inspections upon move-out that I would not go into but if they had questions about this they should contact the Branch and speak to an Information Officer.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Notice is cancelled.
2. The tenancy will end on June 30, 2018. The Tenants and all occupants will vacate the rental unit no later than 12:00 p.m. on June 30, 2018.
3. The Tenants agree the Landlord can keep the security deposit of \$550.00 and pet damage deposit of \$100.00 for a total of \$650.00.
4. The Landlord withdraws her Application for Dispute Resolution, File Number 1, as set out on the front page of this decision, set for hearing July 12, 2018.
5. All rights and obligations of the Landlord and Tenants under the tenancy agreement will continue until the end of the tenancy except for those rights and obligations addressed in this settlement agreement.
6. This settlement agreement is in full and final satisfaction of all issues relating to this tenancy.

This agreement is fully binding on the parties.

The Landlord is granted an Order of Possession for the rental unit which is effective at 12:00 p.m. on June 30, 2018. If the Tenants fail to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenants with this Order. If the Tenants fail to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that court.

The parties do not need to attend the hearing for File Number 1 set for July 12, 2018 at 9:30 a.m. as the Landlord has withdrawn this Application for Dispute Resolution in the above settlement agreement.

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

Dated: June 13, 2018

Residential Tenancy Branch