



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNL, FFT

Introduction

On June 1, 2018, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") asking to cancel a 2 Month Notice to End Tenancy for Landlord Use of Property; and to recover the filing fee for the Application.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to 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.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the Tenants do not have to pay the rent due under the tenancy agreement for the month of July 2018.
2. The parties agree that the Tenants have the option to continue the tenancy for the month of August 2018. If the Tenants remain in the unit beyond July 31, 2018, they agree to pay the Landlord the rent due under the tenancy agreement. The parties agree that the rent for August 2018, is due on August 1, 2018.
3. The Parties agree that the tenancy will end by August 31, 2018. The Landlord is granted an order of possession for the rental unit effective **August 31, 2018, at 1:00 p.m.**
4. The Landlord withdraws the 2 Month Notice To End Tenancy For Landlord's Use Of Property dated May 16, 2018, in full as part of this mutually settled agreement.

5. The Tenants withdraw their application for dispute resolution requesting to cancel the 2 Month Notice.
6. The parties agree that the Landlord can keep the security deposit of \$600.00 in satisfaction of damage to the rental unit. The Landlord retains the right to make an application for dispute resolution for compensation due to damage over and above the \$600.00.
7. The Tenants waive their request to recover the cost of the filing fee against the Landlord.

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

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

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

The Landlord has been granted an order of possession effective August 31, 2018, at 1:00 p.m. For enforcement; this order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 25, 2018

Residential Tenancy Branch