



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (One Month Notice), pursuant to section 47 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenants' Notice of Dispute Resolution Proceeding package, and the tenants confirmed receipt of the landlord's evidentiary submission. Based on the undisputed testimonies of the parties, I find that both parties were served in accordance with section 89 of the *Act*.

Issue(s) to be Decided

Should the landlord's Notice to End Tenancy for Cause be cancelled? If not, is the landlord entitled to an Order of Possession on the basis of the Notice to End Tenancy?

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute, and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. This tenancy will end at 1:00 p.m. on August 31, 2018, by which time the tenants and any other occupants will have vacated the rental unit.
2. The landlord will provide the tenants with receipts for rent payments, by noting the receipt with the condition that the payments are "for use and occupancy only".
3. The landlord agreed to return to the tenants their security deposit of \$550.00 at any time after August 1, 2018 upon the request of the tenants, so that the tenants may use the security deposit towards a deposit on new accommodations.
4. This tenancy ends by way of this settlement and the parties agree that: the landlord's One Month Notice dated May 12, 2018, is cancelled and of no further force or effect; and the tenants' application for dispute resolution in its entirety is cancelled.
5. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenant's application, the landlord's One Month Notice, and all issues currently under dispute at this time, and that they agreed free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms and conditions of the tenancy agreement, the *Act*, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant fails to vacate the rental unit by 1:00 p.m. on August 31, 2018. 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.

The landlord's One Month Notice to End Tenancy for Cause, dated May 12, 2018, is cancelled and is of no force or effect.

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: July 18, 2018

Residential Tenancy Branch