



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 in response to the Tenants' Application for Dispute Resolution, in which the Tenants applied to set aside a Notice to End Tenancy for Cause.

The female Tenant stated that on June 06, 2018 the Application for Dispute Resolution and the Notice of Hearing were sent to the Landlord, via registered mail. The Agent for the Landlord acknowledged receipt of these documents.

The Tenants submitted several documents to the Residential Tenancy Branch, some of which they did not intend to rely upon as evidence. The Landlord acknowledged being served with the documents the Tenants intend to rely upon as evidence and they were accepted as evidence for these proceedings.

The Landlord submitted several documents to the Residential Tenancy Branch. The Tenants acknowledged being served with these documents and they were accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

After considerable discussion regarding the terms of the tenancy and the merits of the One Month Notice to End Tenancy for Cause that is the subject of this dispute, the Agent for the Landlord and the Tenants mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the tenancy will end, by mutual consent, on August 31, 2018;
- the Landlord will be granted an Order of Possession, effective August 31, 2018;
- the Tenants will pay the Landlord \$1,800.00, which is the remaining rent due for July and the rent due for August of 2018;
- the Landlord will be granted a Monetary Order for \$1,800.00;
- the Tenants will make every reasonable effort to keep the pigs enclosed until the end of the tenancy;
- the Landlord will ensure that power is restored to the barn, as soon as is possible;
- the Tenants will pay any money owed for hydro to the occupant of the residential property that normally collects that money; and
- all parties will treat each other respectfully for the duration of the tenancy.

This agreement was summarized for the parties on at least three occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms.

The Landlord and the Tenants all acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

The issues in dispute at these proceedings have been settled, by mutual consent, in accordance with the aforementioned terms.

Conclusion

On the basis of the settlement agreement I grant the Landlord an Order of Possession that is effective 1:00 p.m. on August 31, 2018. This Order may be served on the Tenants, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

On the basis of the settlement agreement I grant the Landlord a monetary Order for \$1,800.00. In the event the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims 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: July 25, 2018

Residential Tenancy Branch