



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDC, RP

### Introduction

On June 8, 2018, the Tenants applied for a dispute resolution proceeding seeking to cancel a One Month Notice to End Tenancy for Cause pursuant to Section 38 of the *Residential Tenancy Act* (the “*Act*”).

On June 15, 2018, the Tenants submitted an Amendment to an Application for Dispute Resolution seeking monetary compensation pursuant to Section 67 of the *Act* and seeking a repair order pursuant to Section 32 of the *Act*.

The Tenants attended the hearing and B.K. and I.H. attended the hearing as the Landlords. All in attendance provided a solemn affirmation.

The Tenants confirmed that they had served each of the Landlords a separate Notice of Hearing package by registered mail on June 11, 2018 and the Landlords confirmed receipt of this package. Based on this testimony, and in accordance with sections 89 and 90 of the *Act*, I am satisfied that the Landlords were served with the Notice of Hearing packages.

All parties acknowledged receiving the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

At the beginning of the hearing, the Tenants advised that they did not meet the service requirement deadlines for providing the amended Application to the Landlords. As such, they advised that they would not like to pursue those issues at this hearing.

Consequently, I proceeded with the hearing and advised the Tenants that they were at liberty to apply for these items under a new and separate application.

#### Issue(s) to be Decided

- Are the Tenants entitled to have the Landlords' One Month Notice to End Tenancy for Cause dismissed?

#### Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The Tenants and Landlords agreed that the Tenants will have possession of the rental unit but must vacate the rental unit by **1:00 PM on August 31, 2018**. Therefore, the Landlords are granted an Order of Possession effective at **1:00 PM on August 31, 2018 after service of this Order** on the Tenants. The Tenants were also made aware that rent was still owed in full for August 2018.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

#### Conclusion

Based on the above, I hereby order that the One Month Notice to End Tenancy for Cause of May 30, 2018 to be cancelled and of no force or effect.

In support of the settlement described above and with agreement of both parties, I grant the Landlords an Order of Possession effective at **1:00 PM on August 31, 2018 after service of this Order**. This Order must be served on the Tenants. If the Tenants fail to comply with this Order, the Landlords may file the Order with the Supreme Court of British Columbia and be 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 31, 2018

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Residential Tenancy Branch