



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, CNL, MNDCT, OLC, FFT

### Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenants applied to cancel a 1 Month Notice to End Tenancy for Cause dated August 3, 2018 ("1 Month Notice"), a 2 Month Notice to End Tenancy for Landlord's Use of Property dated July 31, 2018 ("2 Month Notice"), for a monetary claim of \$1,882.00 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for an order directing the landlords to comply with the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenants and the landlord attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. The parties had the hearing process explained to them and the parties were also provided with the ability to ask questions during the hearing.

The landlord confirmed that he received and reviewed the tenants' documentary evidence prior to the hearing. The landlord's documentary evidence was excluded in full as the landlord confirmed that he did not serve the tenants with his documentary evidence.

Both parties requested to have the decision sent by email and confirmed their email addresses during the hearing. The parties were informed that the decision will be sent by email as requested and that the landlords would receive the order of possession by email.

### Preliminary and Procedural Matter

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure (“Rules”) authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenants indicated several matters of dispute on the application, the most urgent of which is the application to cancel the 1 Month Notice and the 2 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenants’ request to cancel the 1 Month Notice and the 2 Month Notice and the tenants’ application to recover the cost of the filing fee at this proceeding. The balance of the tenants’ application is **dismissed, with leave to re-apply**.

### Settlement Agreement

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

1. The parties agree that the tenancy will end on **December 15, 2018 at 1:00 p.m.**
2. The landlord is granted an order of possession effective December 15, 2018 at 1:00 p.m. which must be served on the tenants.
3. The tenants agree to pay the landlord outstanding rent for September and October of 2018 by **October 31, 2018 at 5:00 p.m.**
4. The tenants withdraw their application in full as part of this mutually settled agreement.
5. The landlord withdraws the 1 Month Notice as part of this mutually settled agreement.
6. The parties agree that 60% of the gas and hydro utilities are the responsibility of the tenants.
7. The tenants waive the filing fee as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties confirmed their understanding and agreement that this mutually settled agreement was made on a voluntary basis and that the parties understood the final and binding nature of their settlement agreement and that it was enforceable.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above as per section 63 of the *Act*.

The tenancy shall end no later than December 15, 2018 at 1:00 p.m. The landlord has been granted an order of possession effective December 15, 2018 at 1:00 p.m. This order must be served on the tenants and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The tenants confirmed their understanding that if the rent for September and October 2018 is not paid by October 31, 2018 the landlord is at liberty to issue a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities as of November 2, 2018.

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: October 9, 2018

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Residential Tenancy Branch