



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, PSF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on August 7, 2018 (the “Application”). The Tenants applied to dispute a One Month Notice to End Tenancy for Cause dated July 31, 2018 (the “Notice”). The Tenants also sought an order that the Landlords comply with the *Residential Tenancy Act* (the “Act”), *Residential Tenancy Regulation* (the “Regulations”) or the tenancy agreement and an order that the Landlords provide services or facilities required by the tenancy agreement or law.

The Tenants appeared at the hearing with a witness. The witness was asked to exit the conference call until required. The Landlords appeared at the hearing with a witness. The witness was asked to exit the conference call until required.

I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues were raised in this regard.

Both parties agreed there is a written tenancy agreement between them in relation to the rental unit.

During the hearing, 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 the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final

and binding decision. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision. If they did come to an agreement, I would write out the agreement in my written decision and issue an Order of Possession. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties did not have questions about the above and agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me.

Settlement Agreement

The Landlords and Tenants agree as follows:

1. The tenancy will end and the Tenants will vacate the rental unit no later than 1:00 p.m. on November 30, 2018.
2. The Notice is cancelled.
3. The Tenants withdraw the Application.
4. All rights and obligations of the Landlords and Tenants under the tenancy agreement will continue until 1:00 p.m. on November 30, 2018.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

During the hearing, the Landlords agreed the tenancy could end November 30, 2018 but asked that the Tenants attempt to find a new residence and vacate the rental unit prior to November 30, 2018. The Tenants agreed to attempt to find a new residence and vacate the rental unit prior to November 30, 2018. Both parties agreed that, if the Tenants find a new residence, the parties will agree in writing to end the tenancy earlier than November 30, 2018 and the tenancy will end on the earlier date pursuant to

section 44(1)(c) of the *Act*. The Landlords acknowledged that this may mean they do not receive one months notice of the Tenants' intention to vacate the rental unit.

Further to the settlement agreement, the Notice is cancelled.

The Landlords are granted an Order of Possession for the rental unit which is effective at 1:00 p.m. on November 30, 2018. If the Tenants fail to vacate the rental unit in accordance with the settlement agreement set out above, the Landlords must serve the Tenants with this Order. If the Tenants fail to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court 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 *Act*.

Dated: September 25, 2018

Residential Tenancy Branch