



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HUME INVESTMENTS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC (Tenant); OPC (Landlord)

Introduction

This hearing dealt with an application by the tenants under the *Residential Tenancy Act* (the *Act*) for the following:

- An order cancelling a One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47.

This hearing also dealt with a cross-application by the landlord under the Residential Tenancy Act (the *Act*) for the following:

- An order of possession pursuant to section 47.

The tenants attended with their advocate HB (“the tenants”). The agent KH appeared for the landlord (“the landlord”). Both parties were given a full opportunity to be heard, to present their affirmed testimony, and to make submissions.

Each party acknowledged receipt of the other party’s Notice of Hearing and Application for Dispute Resolution. No issues of service were raised. I find each party served pursuant to section 89.

The tenants acknowledged service of the One Month Notice on August 21, 2018. I find the tenants were served with the One Month Notice on August 21, 2018 in accordance with section 88.

During this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agree as follows:

- The month-to-month tenancy between the parties continues pursuant to the terms of the lease of March 18, 2016;
- The parties agree that this tenancy will end on January 31, 2019 at 1:00 PM at which time the tenants and all occupants will have vacated the unit;
- The parties agreed that this tenancy ends by way of their agreement to end this tenancy and not based on the landlord's One Month Notice;
- The security deposit of \$800.00 held by the landlord will be dealt with according to the *Act* at the end of the tenancy;

To give effect to the settlement reached between the parties, I issue to the landlord the attached order of possession effective 1:00 PM on January 31, 2019 which must be served upon the tenants, should the tenants fail to vacate the unit.

These terms comprise the full and final settlement of all aspects of this dispute for both parties.

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

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this dispute.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The landlord is granted an order of possession effective at 1:00 PM on January 31, 2019. The order of possession must be served upon the tenants. If the tenants do not comply with the order, the order may be filed in the Supreme Court of British Columbia 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: October 10, 2018

Residential Tenancy Branch