



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNE, MT, 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 End of Employment dated August 30, 2018 ("1 Month Notice"), for more time to make an application to cancel a notice to end tenancy, for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenants, an advocate for tenants ("advocate"), the landlord and two witnesses for the landlords ("witnesses") 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.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matters

Firstly, the surname of the landlord was corrected to the correct spelling by agreed of the parties.

Secondly, the parties were informed that the decision will sent by email to the email addresses for the parties confirmed during the hearing. In addition, any related orders will be sent by email to the applicable party.

Settlement Agreement

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

1. The parties agree that the landlord will be granted an order of possession effective **two (2) days** after service on the tenants.
2. The parties agree that the landlord will not serve and enforce the order of possession except for as indicated in #3 below, if the tenants pay **\$1,000.00** for use and occupancy of the rental unit for October and November of 2018; comprised of two payments of \$500.00 as follows:
 - A. \$500.00 no later than **November 9, 2018 by 5:00 p.m. and**
 - B. \$500.00 no later than **November 23, 2018 by 5:00 p.m.**The parties agreed that the tenants will pay cash for A and B above by 4:00 p.m. on November 9th and 23rd, 2018 respectively at the campground office.
3. The landlord agrees not to serve and enforce the order of possession until **November 29, 2018** as long as the tenants comply with the two payments described in #2 above and the landlord successfully receives both payments.
4. The tenants withdraw their application in full as part of this mutually settled agreement.
5. The tenants agree to have their fifth-wheel removed from the property no later than **December 1, 2018 by 5:00 p.m.**
6. The landlord agrees to have someone attend the rental unit **November 5, 2018 at 3:00 p.m.** to ensure the gas pilot light stays on.

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 landlord has been granted an order of possession effective two (2) days after service on the tenants. 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 landlord agrees not to serve and enforce the order of possession except as indicated above. The

tenants agree to pay the landlord \$1,000.00 for use and occupancy of the rental unit for the months of October and November 2018 as indicated above.

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: November 5, 2018

Residential Tenancy Branch