



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

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

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) under section 47 of the *Act*;
- Recovery of the filing fees to this application from the landlord pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given full opportunity to provide affirmed testimony, present evidence, cross examine the other party and make submissions. The landlord acknowledged receipt of the tenants’ Notice of Hearing and Application for Dispute Resolution. No issues of service were raised. I find the landlord was served under section 89 of the *Act*.

Analysis

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:

1. The month-to-month tenancy between the parties continues pursuant to the terms of the lease dated January 1, 2016 and will end on February 28, 2019 at 1:00 PM at which time the tenants and all occupants will have vacated the unit;

2. The security deposit of \$700.00 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 February 28, 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 February 28, 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: November 19, 2018

Residential Tenancy Branch