



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, MT

### Introduction

This hearing dealt with an application by the tenants pursuant to 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*; and
- An order for more time to file an application to cancel the One Month Notice pursuant to section 66.

The tenant KD attended on behalf of both tenants (the “tenants”). Advocate HB represented the tenants. Witnesses CM and EA provided evidence on behalf of the tenants. The landlord attended and was represented by the lawyer RH (“the landlord”). The witness MM provided evidence on behalf of the landlord.

Both parties were given a full opportunity to be heard, to present their affirmed testimony, to make submissions and to call witnesses. Before the conclusion of 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 agreed as follows:**

- The month-to-month tenancy between the parties continues pursuant to the terms of the tenancy agreement and will end on February 28, 2019 at 1:00 PM at which time the tenants and all occupants will have vacated the unit;
- The security deposit of \$312.50 held by the landlord will be dealt with according to the *Act* at the end of the tenancy; and
- The tenants' application is dismissed without leave to reapply.

These terms comprise the full and final settlement of all aspects of this application for the 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.

To give effect to this settlement, 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 only if the tenants fail to vacate the unit as set out above. 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.

### Conclusion

To give effect to this settlement, 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 only if the tenants fail to vacate the unit as set out above. 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: December 17, 2018

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Residential Tenancy Branch