



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MT, MNDCT, OLC, RR, FFT

Introduction

On December 5, 2018, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a Notice to End Tenancy, for more time to dispute a Notice to End Tenancy, to order the Landlord to comply with the Act, for a reduction of rent, for a Monetary Order for compensation, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord and Tenants attended the hearing and provided testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The Tenants testified that they received the documentary evidence from the Landlord; however, did not provide their evidence to the Landlord in a manner in accordance with the Act.

Preliminary Matters

The Tenants submitted six separate claims as part of this Application and I was aware that we would not have the time to get to all of them during today’s hearing. I asked the Tenants to prioritize the issues that they wanted to address in this hearing and they stated they wanted to first deal with the request for more time to cancel the Notice to End Tenancy and then to cancel the Notice to End Tenancy.

Prior to hearing the affirmed testimony or reviewing any of the evidence from the parties, I asked the parties about their willingness to discuss settlement terms. Section 63 of the Act allows an Arbitrator to assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision and include an Order. Accordingly, I assisted the

parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties.

Settlement Agreement

The Landlord and Tenants confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of the Tenants' Application.

1. The Landlord agreed to extend the effective date of the Two-Month Notice to End Tenancy for Landlord's Use of Property to March 31, 2019.
2. The Landlord acknowledged that he would still be required to provide one month's rent in compensation to the Tenants.
3. The Tenants agreed to provide vacant occupation of the rental unit on or before March 31, 2019.
4. The Tenants agreed to limit their communications with any of the other tenants.
5. This Application is now closed.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlord and the Tenants both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

As the Tenants' issues were addressed by settlement, I make no award for the recovery of the filing fee.

As this tenancy will continue for two more months, I recommend to all parties that they work together to resolve their conflict in a respectful manner and when required, to communicate in writing to ensure clear understanding and as a means to keep track of their interactions.

Conclusion

The above Settlement Agreement is made in full satisfaction of the Tenants' Application.

As discussed with parties during the hearing, to give effect to the settlement reached between them, I issue the attached Order of Possession to be used by the Landlord only if the Tenants fails to vacate the rental unit by 1:00 p.m. on March 31, 2019. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order in the event that the Tenants do not vacate the rental unit as agreed to in the Settlement Agreement. Should the Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: January 21, 2019

Residential Tenancy Branch