



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on March 05, 2019 (the “Application”). The Tenants applied to dispute a One Month Notice to End Tenancy for Cause dated February 28, 2019 (the “Notice”).

The Tenants filed amendments to the Application clarifying that the Landlord lives in a suite above the garage and the Tenants live in the main house on the property.

The Landlord and Tenants appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Tenants had submitted evidence prior to the hearing. The Landlord had not submitted evidence. I addressed service of the hearing package, amendments and Tenants’ evidence and no issues arose.

There was no issue that there is a tenancy agreement between the parties in relation to the rental unit.

At the outset of the hearing, Tenant A.H. advised that the Tenants are not disputing the Notice but disputing the time they have to vacate the rental unit. Given this, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final

and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties did not have questions about the above and agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me.

#### Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Notice is cancelled.
2. The tenancy will end and the Tenants will vacate the rental unit no later than 1:00 p.m. on June 01, 2019.
3. All other rights and obligations of the parties under the tenancy agreement will continue until 1:00 p.m. on June 01, 2019.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is granted an Order of Possession for the rental unit which is effective at 1:00 p.m. on June 01, 2019. If the Tenants fail to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenants with this Order. If the Tenants fail to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court 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 *Act*.

Dated: April 18, 2019

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Residential Tenancy Branch