



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FFL, OPC (Landlords)  
                             CNC, FFT (Tenants)

### Introduction

This hearing was convened by way of conference call in response to Cross Applications for Dispute Resolution filed by the parties.

The Tenants filed their application on March 07, 2019 (the “Tenants’ Application”). The Tenants applied to dispute a One Month Notice to End Tenancy for Cause dated February 22, 2019 (the “Notice”). The Tenants also sought reimbursement for the filing fee.

The Tenants filed an amendment to the Tenants’ Application in relation to the Landlords named as respondents.

The Landlords filed their application on March 28, 2019 (the “Landlords’ Application”). The Landlords applied for an Order of Possession based on the Notice. The Landlords also sought reimbursement for the filing fee.

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

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing packages and evidence for the applications.

The Landlords confirmed they received the hearing package and evidence for the Tenants’ Application. The Advocate confirmed the Tenants received the hearing package for the Landlords’ Application. At first, the Advocate said the Tenants did not

receive any evidence. I reviewed the evidence submitted and the Tenants took no issue with admission of it given the nature of the evidence.

A written tenancy agreement had been submitted as evidence and the parties agreed it is accurate.

During the hearing, 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 Landlords 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 August 31, 2019.
3. The Tenants agree there will be no smoking in the rental unit.
4. All other rights and obligations of the parties under the tenancy agreement will continue until 1:00 p.m. on August 31, 2019.

5. Both parties withdraw their request for reimbursement of the filing fee.

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

The Landlords are granted an Order of Possession for the rental unit which is effective at 1:00 p.m. on August 31, 2019. If the Tenants fail to vacate the rental unit in accordance with the settlement agreement set out above, the Landlords 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 29, 2019

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Residential Tenancy Branch