



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes**      CNC CNR

### **Introduction**

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47, and
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) pursuant to section 46.

This hearing was originally set to deal with the tenants' application scheduled for May 30, 2019, but it came to my attention during the hearing that the same parties had a second matter set for a hearing on June 25, 2019 at 11:00 a.m. to deal with the tenants' application pertaining to this same tenancy for cancellation of a different 10 Day Notice to End Tenancy for Unpaid Rent.

Both parties appeared, and with their consent, both applications were dealt with today. Accordingly the hearing scheduled for June 25, 2019 is cancelled, and attendance of either party is not required for that appearance. Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

### **Analysis**

Pursuant to section 63 of the *Act*, the Arbitrator may 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 or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. Both parties entered into a mutual agreement that this tenancy will end on June 17, 2019 at 1:00 p.m., by which date the tenants and any other occupants will have vacated the rental unit.
2. Both parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy, and not on the basis of the landlord's 10 Day Notices to End Tenancy, or 1 Month Notice to End Tenancy.
3. Both parties agreed that the landlords' 1 Month Notice dated April 5, 2019, and 10 Day Notices dated April 5, 2019 and May 2, 2019 are cancelled.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### **Conclusion**

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on June 17 2019.

The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant(s) do not abide by condition #1 of the above settlement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 10 Day Notices, dated April 5, 2019 and May 2, 2019, are cancelled and are of no force or effect. The landlord's 1 Month Notice, dated April 5, 2019 is also of no force or effect.

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: May 30, 2019

---

Residential Tenancy Branch