



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, FFT

Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) to cancel a One Month Notice to End Tenancy for Cause (the “One Month Notice”), to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “10 Day Notice”), and for the recovery of the filing fee paid for the Application for Dispute Resolution.

The Tenant and an advocate for the Tenant were present for the teleconference hearing. Both Landlords were also present along with legal counsel. The parties were affirmed to be truthful in their testimony. The Landlords confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the Tenant’s evidence. The Tenant confirmed receipt of a copy of the Landlords’ evidence. Neither party brought up any issues regarding service.

At the outset of the hearing legal counsel for the Landlords brought up a possible settlement offer. The parties discussed the terms of the settlement proposal and were able to reach an agreement which will be outlined below.

Settlement Agreement

As stated in Section 63 of the *Act*, parties may be provided the opportunity to settle their dispute and for an agreement reached to be recorded in the form of a decision and/or order. During the hearing the parties reached the following settlement agreement:

1. The tenancy will end on August 31, 2019 at 1:00 pm. The Landlords will be granted an Order of Possession effective August 31, 2019 at 1:00 pm to be served on the Tenant.
2. The Tenant agrees that no further claims regarding this tenancy will be filed against the Landlord with the exception of claims regarding the security deposit as outlined in clause 3 of this agreement.
3. Both parties agree that at the end of the tenancy the security deposit will be dealt with in accordance with the *Act*.
4. The Landlord will not seek compensation for unpaid rent from the Tenant. As such, the Landlords agree to withdraw their application for unpaid rent scheduled for November 21, 2019 at 1:30 pm. For clarification, the file number regarding the hearing on November 21, 2019 is included on the front page of this decision.
5. The parties agree that any belongings/items left on the property after August 31, 2019 at 1:00 may be disposed of by the Landlords.

The Tenant and both Landlords confirmed that they were entering into the settlement agreement voluntarily and of their own free will. Both parties also confirmed their understanding that a settlement agreement is final and binding and constitutes full resolution of the claims on the Tenant's Application for Dispute Resolution.

Conclusion

The parties are ordered to follow the terms of the settlement agreement as outlined above.

To uphold the settlement agreement, I grant an Order of Possession to the Landlord effective **August 31, 2019 at 1:00 pm**. This Order must be served on the Tenant. Should the Tenant 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: August 19, 2019

Residential Tenancy Branch