



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            CNC, FFT

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on October 03, 2019 (the "Application"). The Tenants applied to dispute a One Month Notice to End Tenancy for Cause dated September 23, 2019 (the "Notice"). The Tenants also sought reimbursement for the filing fee.

The Tenants and 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.

Landlord L.E. provided the correct spelling of her last name and this is reflected in the style of cause.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. The Landlords confirmed receipt of the hearing package. The Landlords had not received the Tenants' evidence; however, the Tenants submitted the Notice and a Proof of Service in relation to the Notice and therefore the Landlords did not take issue with admissibility of this evidence. The Tenants confirmed receipt of the Landlords' evidence.

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

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 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 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 none of the parties 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. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

#### 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 November 30, 2019.
3. The Tenants withdraw their request for reimbursement for the filing fee.
4. All rights and obligations of the parties under the tenancy agreement will continue until the tenancy ends at 1:00 p.m. on November 30, 2019.

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

The Landlords are issued an Order of Possession for the rental unit which is effective at 1:00 p.m. on November 30, 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: November 04, 2019

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Residential Tenancy Branch