



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OPC, FFL

Introduction

This hearing dealt with an application by the tenants under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47.

This hearing also dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for possession under a One Month Notice to End Tenancy for Cause (One Month Notice”) pursuant to sections 47 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

Both parties attended. No issues of service were raised. I find each party served the other in accordance with the *Act*.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 20 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The tenancy between the parties will end at 1:00 PM on January 31, 2020, by which time the tenants and any other occupants will return vacant possession of the rental unit to the landlord;
2. Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of these applications.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord an Order of Possession dated January 31, 2020 to be served on the tenants ONLY if the tenants fail to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenants and should the tenants or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

I issue to the landlord an Order of Possession dated January 31, 2020 to be served on the tenants ONLY if the tenants fail to abide by the terms set out in this settlement agreement.

Should the landlord be required to service this Order on the tenant and should the tenant or anyone occupying the premises 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: November 19, 2019

Residential Tenancy Branch