



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "*Act*") for an order to cancel a One Month Notice to End Tenancy for Cause ("Notice") pursuant to section 47.

Both of the tenants and both of the landlords attended the hearing. The landlords acknowledged receipt of the tenants' Application for Dispute Resolution Proceedings Package, however did not receive any of the tenant's evidence. The tenants testified that the only evidence they were going to rely upon was the One Month Notice to End Tenancy for Cause which the landlord acknowledges having in her evidence as well. Both parties testified they were prepared to hear the merits of the case.

Settlement Reached

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 at this time:

1. This tenancy will end on December 15, 2019 at 1:00 pm by which time the tenants and any other occupant will have vacated the rental unit.
2. The landlords may keep the \$400.00 security deposit as rent for the ½ month of December 2019.

3. Both parties agree that this tenancy ends by way of this agreement and the 1Month Notice to End Tenancy for Cause is cancelled and of no further force or effect.
4. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.
5. This settlement agreement constitutes a full, final and binding resolution of the tenants' application at this hearing.

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 at the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant fails to vacate the rental unit by 1:00 p.m. on December 15, 2019. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenants do not vacate the premises by that date and time. 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: November 22, 2019

Residential Tenancy Branch