



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes CNL, RP, LRE, RR, FFT

### Introduction

This hearing was convened as the result of the tenants' application for dispute resolution under the Residential Tenancy Act (Act). The tenants applied for an order cancelling the landlord's Two Month Notice to End Tenancy for Landlord's Use of the Property (Notice), an order requiring the landlord to make repairs to the rental unit, an order restricting the landlord's right to enter the property, an order allowing a reduction in rent, and for recovery of the filing fee paid for this application.

The applicant, MN, for the tenants, and the landlord appeared and a hearing was conducted on the merits of the landlord's Notice and on the tenants' application. During the hearing it was disclosed that MN was not an actual tenant, as she did not live in the rental unit; however, she appeared as a tenants' agent.

The parties were informed I have determined that the portion of the tenants' application dealing with a request for an order requiring the landlord to make repairs to the rental unit, an order restricting the landlord's right to enter the property, and an order allowing a reduction in rent, is unrelated to the primary issue of disputing or enforcing the Notice.

As a result, pursuant to section 2.3 of the Rules, I have severed the tenants' Application and the hearing proceeded on the tenants' request to cancel the Notice.

Just prior to concluding the hearing, a mediated discussion ensued and the parties agreed to resolve their differences and that I would record their settlement.

### **Settled Agreement**

The tenant's agent and the landlord agreed to a mutual settlement under the following terms and conditions:

1. The tenants agree to vacate the rental unit by 1:00 p.m. on March 31, 2020;
2. The tenants understand the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenants fail to vacate the rental unit by 1:00

- p.m., March 31, 2020, the landlord may serve the order of possession on the tenants for enforcement purposes; and
3. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the tenants' application and that no finding is made on the merits of the said application for dispute resolution or the landlord's Notice.

### Conclusion

The tenants and the landlord have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenants fail to vacate the rental unit by March 31, 2020, at 1:00 p.m.

This settlement agreement was reached in accordance with section 63 of the Residential Tenancy Act. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

I find it important to note that I informed the tenant's agent that the monthly rent is due pursuant to the terms of the tenancy agreement, including the rent for January 2020, which the landlord said had not been paid.

As this matter was settled, I have not awarded the tenants recovery of their filing fee.

This decision containing the recorded settlement of the parties 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: January 10, 2020

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Residential Tenancy Branch