



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, CNR, FFT

### Introduction

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

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten Day Notice”) pursuant to section 46;
- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenant AW attended for the tenants (“the tenants”). The landlord attended with her agent DF (“the landlord”). No issues of service were raised. I find the Applicant served the Respondent as required under the *Act*.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 32 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 on or before 1:00 PM on May 31, 2020, by which time the tenants and any other occupants will return vacant possession of the rental unit to the landlord;
2. The issues of the return of any security deposit and any outstanding rent is to be dealt with by the parties at the end of the tenancy;

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

Order of Possession pursuant to section 55(2)(d) of the *Act*;

Should the tenant fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *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 agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

Conclusion

I issue to the landlord an Order of Possession to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this Decision.

Should the landlord be required to serve 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: April 16, 2020

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Residential Tenancy Branch