



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDCT, LRE, LAT, OLC, AS, FFT

### Introduction

On May 30, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act) to cancel a One-Month Notice to End Tenancy for Cause, issued May 25, 2020, to suspend or set conditions on the landlord's right to enter the rental unit or site, to request an order for the Landlord to comply with the Act, regulation and/or the tenancy agreement, for authorization to change the locks to the rental unit, for to assign or sublet, for a monetary order for compensation and to request the recovery of the filing fee for this application. The matter was set for a conference call.

The Landlord and both the Tenants attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters - Issues Withdrawn

During this hearing, the Tenants withdrew their claims to suspend or set conditions on the landlord's right to enter the rental unit or site, to request an order for the Landlord to comply with the Act, regulation and/or the tenancy agreement, for authorization to change the locks to the rental unit, for permission to assign or sublet, and for a monetary order for compensation.

The Landlord did not object to the Tenants' request to withdraw these issues for this application.

I will proceed with this hearing on the Tenants' remaining claims to cancel the One-Month Notice to end tenancy and to recover the filing fee paid for their application.

#### Issues to be Decided

- Should the Notice to End Tenancy be cancelled?
- If not, is the Landlord entitled to an Order of Possession?
- Are the Tenants entitled to recover the cost of the filing fee?

#### Preliminary Matters - Issues Withdrawn

During the hearing, both parties expressed a desire to enter into a mutual agreement to end the tenancy. Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenants will move out of the rental unit no later than 1:00 p.m. on August 31, 2020, at 1:00 p.m.
2. The Landlord agrees that the rent for August 2020 is waived in compensation for the Tenants' agreement to end the tenancy without the Landlord having to issue a Two-Month Notice to End Tenancy for Landlord's use of the Property.
3. Section 29 of the *Act*, which covers the restrictions on the Landlord's right to enter the rental unit, was reviewed with both parties during these proceedings.
4. Both the Landlord and the Tenant acknowledged their understanding of their rights and responsibilities, pursuant to section 29 of the *Act*.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as a full and final settlement of the issues before these proceedings.

### Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenants, I grant a **Conditional Order of Possession** to the Landlord with an effective date of **August 31, 2020**; this order is only to be served on the Tenants if the Tenants do not move-out in accordance with this agreement.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As this matter was resolved through a settlement agreement between these parties, I decline to award the recovery of the filing fee paid for this application.

### Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant a conditional **Order of Possession** to the Landlord to be served on the condition that the Tenants did not comply with the first term of the settlement agreement. If this occurs, the Order of Possession must be served upon the Tenants and **will be effective** not later than 1:00 p.m. on **August 31, 2020**. Should the Tenants 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: June 26, 2020

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Residential Tenancy Branch