



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, LAT, OLC,

Introduction

On July 27, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") to cancel a One Month Notice to End Tenancy for Cause; for the Landlord to comply with the Act, Regulation, or tenancy agreement, and to suspend or set conditions on the Landlords right to enter the rental unit.

The matter was scheduled as a teleconference hearing. The Landlords and Tenant attended the hearing. The Tenant was assisted by advocates. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

Background

The Landlords and Tenant provided testimony that the tenancy began March 26, 2020 on a month to month basis. Rent in the amount of \$1250.00 is to be paid to the Landlord by the first day of each month. The Tenant paid the Landlords a security deposit in the amount of \$625.00.

The Landlords issued a One Month Notice to End Tenancy for Cause dated July 27, 2020 ("the One Month Notice") to the Tenant on July 27, 2020 by posting it to the Tenant's door.

The Tenant disputed the One Month Notice on July 27, 2020.

Settlement Agreement

At the start of the hearing, the parties were informed of an opportunity to settle the dispute on their own terms. After a lengthy settlement discussion, the parties agreed to settle this dispute on the following conditions:

1. The Landlords and Tenant agreed that the tenancy will end on **November 1, 2020.**
2. The Landlords and Tenant agreed that the Landlords are granted an order of possession effective **November 1, 2020 at 1:00 p.m.**
3. The parties agreed that the Landlord is waiving the Tenants responsibility to pay the rent for June; July; August; and September 2020.
4. The Landlords withdraw the One Month Notice as part of this mutually settled agreement.
5. The Tenant withdraws his application to dispute the One Month Notice as part of this mutually settled agreement.
6. The parties agree that neither the Landlords nor the Tenant will smoke on the residential property.
7. The parties agree that the Landlords will unlock a back door/ gate on the property.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlords have been granted an order of possession effective November 1, 2020, at 1:00 p.m. For enforcement purposes, this order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: September 02, 2020

Residential Tenancy Branch