



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RP, FFT

On September 16, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a One Month Notice to End Tenancy for Cause, to order the Landlords to make repairs, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlords and Tenants attended the hearing and provided testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they had all come to a mutual agreement.

Preliminary Matters

Section 63 of the Act allows an Arbitrator to 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 and include an Order. Accordingly, I assisted the parties to resolve this dispute by helping them formalize their terms for a Settlement Agreement with the input from both parties.

Settlement Agreement

The Landlords and Tenants confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of the Tenants’ Application.

1. The Landlords withdrew both the previously issued One Month Notice to End Tenancy and the 2 Month Notice to End Tenancy. All Notices to End Tenancy prior to this date are null and void.
2. On October 2, 2020, all parties signed a Mutual Agreement to End a Tenancy, effective on January 31, 2021.
3. The Tenants understand that the Landlords do not owe them compensation, pursuant to section 51 of the Act.
4. This Application is now closed.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlords and the Tenants all acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

As the Tenants' issues were addressed by settlement, I make no award for the recovery of the filing fee.

Conclusion

The above Settlement Agreement is made in full satisfaction of the Tenants' Application.

As discussed with parties during the hearing, to give effect to the settlement reached between them, I issue the attached Order of Possession to be used by the Landlords only if the Tenants fails to vacate the rental unit by 1:00 p.m. on January 31, 2021. The Landlords are provided with this Order in the above terms and the Tenants must be served with this Order in the event that the Tenants do not vacate the rental unit as agreed to in the Settlement Agreement. 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: October 13, 2020

Residential Tenancy Branch