



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, FFT

### Introduction

On May 4, 2021, 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, dated April 28, 2021 (the “One Month Notice”), to request an order for the Landlord to comply with the Act, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord, the Landlord’s counsel, and the Tenants attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing.

### 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 negotiate terms for a Settlement Agreement with the input from both parties.

### Settlement Agreement

The Landlord 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 Landlord withdrew the One Month Notice, dated April 28, 2021.
2. The Landlord and the Tenants mutually agreed to end the tenancy on March 31, 2022.
3. The Landlord agreed to withdraw his Application for Dispute Resolution requesting an Order of Possession for the rental unit. Related file # on face page of this Decision.
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 Landlord and the Tenants both 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 Landlord only if the Tenants fails to vacate the rental unit by 1:00 p.m. on March 31, 2022. The Landlord is 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: September 09, 2021

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Residential Tenancy Branch