



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding M'AKOLA HOUSING SOCIETY and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFT, CNC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on August 17, 2021 (the "Application"). The Tenants applied to dispute a One Month Notice to End Tenancy for Cause dated August 09, 2021 (the "Notice"). The Tenants also sought to recover the filing fee.

The Tenant appeared at the hearing with the Advocate. The Advocate appeared for both Tenants. The Agents for the Landlord (the "Agents") appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the "Rules"). The parties provided affirmed testimony.

The Agents provided the correct name of the Landlord which is reflected in the style of cause.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. The Agents confirmed receipt of the hearing package. The Agents had not received the Tenants' evidence and the Tenant advised that they did not serve their evidence on the Landlord. The Agents sought exclusion of the Tenants' evidence and the Advocate agreed to exclusion of the evidence because the parties had reached a settlement agreement. The Tenant confirmed receipt of the Landlord's evidence.

A written tenancy agreement was submitted in evidence and the parties agreed it is accurate. The tenancy started July 01, 2017.

Given the Advocate's statement about the parties having come to a settlement agreement, I explained the settlement option to the parties pursuant to section 63 of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary meaning neither party has any obligation to discuss settlement or come to an agreement. If the parties do or have come to an agreement, I will write out the agreement in my written decision which will become a final and legally binding agreement that the parties cannot change their mind about later.

The parties advised me of the settlement agreement they had reached.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Notice is cancelled.
2. The tenancy will end, and the Tenants will vacate the rental unit, no later than 1:00 p.m. on January 31, 2022.
3. The Tenants withdraw their request to recover the filing fee.
4. All rights and obligations of the parties pursuant to the tenancy agreement will continue until the tenancy ends at 1:00 p.m. on January 31, 2022.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is issued an Order of Possession for the rental unit which is effective at 1:00 p.m. on January 31, 2022. If the Tenants fail to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the

Tenants with this Order. If the Tenants fail to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: December 20, 2021

Residential Tenancy Branch