



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNC, LRE**

### Introduction

This hearing was convened as a result of the Tenants' application under the *Residential Tenancy Act* (the "Act") for:

- cancellation of a One Month Notice for Cause dated November 12, 2021 ("1 Month Notice") pursuant to section 47; and
- an order to suspend or set conditions on the Landlord's right to enter the rental unit pursuant to section 70.

The Landlord, the Landlord's legal counsel ("JG") and the three Tenants ("BB", "BRB" and "CB") attended the hearing. They were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. A witness ("VB") attended the hearing when required to provide evidence on behalf of the Landlord.

BB stated the Notice of Dispute Resolution Proceeding ("NDRP") was served on the Landlord in-person on November 17, 2021. JG acknowledged receipt of the NDRP. I find that the NDRP was served on the Landlord in accordance with section 89 of the Act. BB stated the Tenants' evidence was served on the Landlord personally on December 4, 2021, January 3, 2021, and February 3, 2021. JG acknowledged receipt of the Tenants' evidence. I find the Tenants' evidence was served on the Landlord in accordance with section 88 of the Act.

JG stated the Landlord served evidence on the Tenants in person on February 3, 2022. BB acknowledged the Tenants received the Landlord's evidence. I find the Landlord's evidence was served on the Tenants in accordance with section 88 of the Act.

### Settlement Agreement

Pursuant to section 63 of the Act, an arbitrator may 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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Tenants agree to withdraw their application;
2. The Landlord agrees to cancel the 1 Month Notice;
3. The Tenants must vacate the rental unit not later than 1:00 pm on March 10, 2022; and
4. The Tenants agree to pay \$312.00 on March 3, 2022, to cover the rent on the rental unit for the period March 3 to March 10, 2021 inclusive.

These particulars comprise the full and final settlement of all aspects of the Tenants' dispute against the Landlord. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Tenants' application.

### Conclusion

As the parties have reached a full and final settlement of the claims set out in the Tenants' application, I make no factual findings about the merits of her application.

To give effect to the settlement reached between the parties, and as discussed at the hearing:

1. the Landlord is granted an Order of Possession effective at 1:00 pm on March 10, 2022. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court; and
2. the Landlord is granted a Monetary Order for \$312.00 effective March 3, 2022. If the Tenants do not pay this amount by March 3, 2021, then the Landlord may enforce the Monetary Order in the Provincial 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: March 1, 2022

---

Residential Tenancy Branch