



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### Introduction, Preliminary and Procedural Matters-

This matter convened by teleconference on December 17, 2021, to deal with the tenants' application for dispute resolution seeking remedy under the *Residential Tenancy Act (Act)*.

The tenants applied for an order cancelling the One Month Notice to End Tenancy for Cause (Notice) issued by the landlord, to recover the cost of the filing fee, and other issues. The other issues were not considered as the tenant elected not to pursue those matters.

The tenant, the landlords, and the landlord's legal counsel (counsel) attended the original hearing and due to insufficient time to conclude in the time allotted, the hearing was adjourned.

An Interim Decision was issued on December 20, 2021, in which the hearing was adjourned to a date and time set by the Residential Tenancy Branch (RTB). This Interim Decision is incorporated by reference and should be read in conjunction with this Decision.

At the reconvened hearing on March 29, 2022, the same parties were in attendance.

Near the beginning of the hearing a mediated discussion was held. This discussion resulted in the settlement of the issues.

### **Settlement and Conclusion**

As the parties resolved matters by agreement, I make no findings of fact or law with respect to the tenants' application or the landlords' Notice.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. The tenancy shall end on or before 1:00 p.m. on July 1, 2022.
2. The tenant agrees to vacate the rental unit by or before 1:00 p.m. on July 1, 2022.
3. The landlord is granted an Order of Possession (Order) effective at 1:00 p.m. on July 1, 2022, which becomes enforceable should the tenants fail to vacate the rental unit by the agreed upon date and time.
4. The landlords agree to pay the tenants compensation in the total amount of \$8,000. From this amount, the landlords will pay the tenants' moving costs by paying the movers directly, and paying the balance of the \$8,000 to the tenants after deduction of the moving costs, following the tenants' return of the rental unit keys to the landlords' lawyer.
5. The tenant agrees that this settlement includes full and final satisfaction of any claim they may have regarding the parking issue.

As I have not considered the merits of the tenants' application and as the matters were settled, I decline to award recovery of the filing fee.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the recorded settlement 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.* Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: March 29, 2022

---

Residential Tenancy Branch