



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

On January 31, 2022, the Tenants made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

This hearing was the final, reconvened hearing from the original Dispute Resolution hearing set for April 12, 2022. This hearing was adjourned as per my Interim Decision dated April 13, 2022. The final, reconvened hearing was set down for May 9, 2022 at 9:30 AM.

Tenant R.P. attended the final hearing, with K.C. attending as an advocate for the Tenants. The Landlord attended the final hearing, with W.P. attending as an agent for the Landlord. At the outset of the final hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, to please make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also advised that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

Service of documents was discussed at the original hearing. As such, I have accepted the parties’ evidence and will consider it when rendering this Decision.

Issue(s) to be Decided

- Are the Tenants entitled to have the Notice cancelled?

- If the Tenants are unsuccessful in cancelling the Notice, is the Landlord entitled to an Order of Possession?
- Are the Tenants entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on May 1, 2017, that rent was established currently at an amount of \$2,800.00 per month, and that it was due on the first day of each month. A security deposit of \$770.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenants, plus M.S. (noted on the first page of this Decision), are the only persons permitted to reside in the rental unit.
2. These four persons will remain in possession of the rental unit but must give up vacant possession of that rental unit on **July 31, 2022 at 1:00 PM**.
3. The Tenants must continue to pay rent in accordance with the terms of the tenancy agreement.
4. The One Month Notice to End Tenancy for Cause of January 27, 2022 is cancelled and of no force or effect.
5. The Landlord is granted a conditional Order of Possession effective at **1:00 PM on July 31, 2022** after service of the Order on the Tenants.

The parties agreed that for the purposes of the Order of Possession, the dispute address will be amended in the Style of Cause on the first page of this Decision. This is different than the actual address of the rental unit that was provided to the Tenants as per the tenancy agreement. However, this amendment has been made to indicate that the Tenants, and all other occupants, must vacate the property as per the Order of Possession.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of the settlement of the dispute on this Application.

In addition, all parties were cautioned about their rights, responsibilities, and obligations with respect to complying with the *Act*. They were warned that any breaches of the *Act* or incidents of non-compliance could result in future claims being made against the other party.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition with the settlement agreement, based on the above, the Landlord is granted a conditional Order of Possession effective at **1:00 PM on July 31, 2022** after service of the Order on the Tenants. 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: May 9, 2022

Residential Tenancy Branch