



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FFT

Introduction

This hearing dealt with an application by the tenants under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The lawyer KG attended for the landlords (“the landlord”). The tenant NSP attended for the tenants (“the tenant”). The parties had the opportunity to call witnesses and present affirmed testimony and written evidence.

The parties confirmed their email addresses to which the Decision and Order(s) shall be sent.

The parties confirmed they were not recording the hearing.

The parties confirmed service of documents. I find each party served the other in compliance with the Act.

Settlement

Before the conclusion of this hearing, the parties achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or Order(s).

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The tenancy between the parties will end at 1:00 PM on September 1, 2022 by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The issue of the security deposit will be dealt with at the end of the tenancy.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

- Order of Possession effective 1:00 PM on September 1, 2022

This settlement agreement was reached in accordance with section 63 of the *Act*. Each party stated they understood and agreed to the terms of this settlement. The settlement was fully discussed by the parties in the hearing. The parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this application.

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 agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy. Should the parties fail to comply with these Order(s), the Order(s) may be filed and enforced as an Order(s) of the Courts of British Columbia.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

Pursuant to the above settlement, I issue the following Order(s) s:

- Order of Possession effective 1:00 PM on September 1, 2022

The Order(s) must be served. The Order(s) may be enforced in the Courts of the Province of BC.

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: August 29, 2022

Residential Tenancy Branch