

Dispute Resolution Services

Page: 1

Residential Tenancy Branch Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, CNC, FF

Introduction

This was a cross-application hearing for Dispute Resolution under the *Residential Tenancy Act* ("the Act"). The matter was set for a conference call hearing.

On September 12, 2022, the Landlords applied requesting an order of possession based on issuance of a One Month Notice to End Tenancy for Cause dated August 25, 2022, and to recover the cost of the application fee.

On September 15, 2022, the Tenants applied to cancel a One Month Notice to End Tenancy for Cause, dated August 25, 2022, and to recover the cost of the filing fee.

The Landlords agent and the Tenants attended the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

Settlement Agreement

At the start of the hearing, I offered the parties an opportunity to settle this dispute on their own terms. The parties agreed to settle this dispute, on the following conditions:

- 1. The parties agreed that the tenancy will end on February 16, 2023.
- The parties agreed that the Landlord is granted an order of possession effective February 16, 2023, at 1:00 p.m. The Landlord must serve the Tenants with the order of possession.

Page: 2

3. The Landlord withdraws their application/ claim to enforce the One Month Notice as part of this mutually settled agreement.

4. The Tenants withdraws their application to cancel the One Month Notice as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the Act.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision. The parties were informed on a couple of occasions that a settlement agreement is final and binding and that they can not change their mind after an agreement is reached.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted an order of possession effective February 16, 2023, at 1:00 p.m. The Landlord is not required to enforce the Order if the parties reach a new agreement; however, for enforcement, this order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 20, 2023

Residential Tenancy Branch