



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

On October 4, 2022, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a One Month Notice to End Tenancy for Cause dated October 4, 2022 (“the Notice”).

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

- Have the Tenants fundamentally breached the Act or the tenancy agreement by repeatedly paying rent late?

### Background and Evidence

The Landlords and Tenants testified that the tenancy began on March 1, 2020 as a one year fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of \$1,471.75 is to be paid to the Landlord by the first day of each month. The Landlords and Tenants provided a copy of the tenancy agreement.

### Settlement Agreement

At the end of the hearing, the parties agreed to settle this dispute on the following conditions:

1. The parties agreed that the tenancy will end on **April 30, 2023**.
2. The parties agreed that the Landlord is granted an order of possession effective **April 30, 2023, at 1:00 p.m.** The Landlord must serve the Tenants with the order of possession.
3. The Tenants agree to pay the outstanding utility costs by February 21, 2023.
4. The Landlord withdraws the One Month Notice to End Tenancy for Cause dated October 4, 2022, as part of this mutually settled agreement.
5. The Tenants withdraw their application to dispute the One Month Notice to End Tenancy for Cause dated October 4, 2022, 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.

### 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 April 30, 2023, at 1:00 p.m. 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: February 17, 2023

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Residential Tenancy Branch