



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, FFT
 OPC, FFL

Introduction

This hearing dealt with the cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”). The matter was set for a conference call.

The Tenants application for Dispute Resolution was made on October 5, 2022. The Tenants applied to cancel a One-Month Notice to End Tenancy for cause (the “Notice”) dated September 27, 2022, and to recover their filing fee.

The Landlords application for Dispute Resolution was made on October 12, 2022. As the Tenants had already filed a dispute of the Notice, the Landlords application was crossed with the Tenants application to be heard at the same time. The Landlords applied for an order of possession to enforce a One-Month Notice to End Tenancy for cause (the “Notice”) dated September 27, 2022, and to recover their filing fee.

One of the Tenants and their Legal Counsel (the “Tenants”), as well as one of the Landlords attended the hearing and were each affirmed to be truthful in their testimony. The Landlords and Tenants were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before 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.

Issues to be Decided

- Should the Notice dated September 27, 2022, be cancelled?
- If not, are the Landlords entitled to an order of possession?
- Are the Tenants entitled to the return for their filing fee for this application?
- Are the Landlords entitled to the return for their filing fee for this application?

Background and Evidence

The tenancy agreement recorded that the tenancy began on July 1, 2022, as a one-year fixed term tenancy that would roll into a month-to-month tenancy at the end of the initial fixed term. That rent, in the amount of \$2,500.00 is to be paid by the first day of each month, and that a security deposit of \$1,250.00 and a \$1,250.00 pet damaged deposit were paid to the Landlords for this tenancy. The Landlords and the Tenants submitted a copy of the tenancy agreement into documentary evidence.

During the hearing, both parties expressed a desire to enter into a mutual agreement to extend the move out date on the Notice.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenants and the Landlords agree that this tenancy will end as of March 31, 2023, and that the Tenants will move out of the rental unit no later than 1:00 p.m. on this day.
2. Both the Tenants and the Landlords agree to abide by the tenancy agreement and the *Act*, for the remaining duration of this tenancy.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlords and Tenants, an **Order of Possession** will be granted to the Landlord.

I grant the Landlord an **Order of Possession** effective not later than 1:00 p.m. on March 31, 2023. 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. The Tenants are cautioned that costs of such enforcement is recoverable from the tenant.

Additionally, section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. In this case, both the Landlords and the Tenants have requested to recover their respective filing fees. As these parties have reached a settlement agreement during these processing, I decline to award the recovery of the filing fees for these proceedings to either party.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant an **Order of Possession** to the Landlords to be served on the Tenants, effective no later than 1:00 p.m. on March 31, 2023. 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: February 17, 2023

Residential Tenancy Branch