



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes For the tenant: CNL, FF
For the landlords: OPL, FF

Introduction

This hearing was convened as the result of the cross applications of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The tenants applied for an order cancelling the Two Month Notice to End Tenancy for Landlord's Use of Property (Notice/2 Month Notice) issued by the landlords and recovery of the filing fee.

The landlords applied for an order of possession pursuant to the 2 Month Notice and recovery of the filing fee.

The tenants and the landlord's agent attended and were affirmed for the hearing.

At the beginning of the hearing a mediated discussion was held. This discussion resulted in the settlement of the issues.

Thereafter, the parties agreed to resolve their differences and that I would record their settlement.

Mutual Settlement and Conclusion

As the parties resolved matters by agreement, I make no findings of fact or law with respect to the parties' respective applications or the landlords' Notice.

The parties were informed that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. The tenancy shall end on or before 1:00 p.m. on June 15, 2023.
2. The tenants agree to vacate the rental unit on or before 1:00 p.m. on June 15, 2023.
3. The landlord is granted an Order of Possession (Order) effective at 1:00 p.m., June 15, 2023, which becomes enforceable should the tenants fail to vacate the rental unit by the agreed upon date and time.
4. The landlords agree that the tenants do not owe monthly rent for June 2023, as part of the settlement.
5. The landlords agree to return the tenants' security deposit of \$1,075 by June 15, 2023, by e-transfer.
6. The tenants are granted a monetary order in the amount of \$1,075 in the event that the landlords do not return the tenants' security deposit of \$1,075.

I order the parties to comply with the terms of this settlement.

The tenants are **cautioned** that costs of such enforcement of the Order, **including bailiff fees**, should they fail to vacate, are recoverable from the tenants.

The landlords are reminded that the order of possession is not enforceable earlier than the effective date and time and that they may not seek enforcement earlier.

The landlords are cautioned that the costs of enforcement of the monetary order, should it become necessary, are recoverable from the landlords.

The monetary order is cancelled and of no force or effect if the landlords return the tenants' security deposit as agreed.

I order both parties that they are not to intimidate or harass each other for the duration of the tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. 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 settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

As the matters were settled, I do not award either party recovery of the filing fee.

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: June 05, 2023

Residential Tenancy Branch