



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

### **Dispute Codes**

First application: CNC, LRE, OLC, FF

Second application: CNC, LRE, FF

### **Introduction**

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

The Tenants applied on April 21, 2024 for an order cancelling the One Month Notice to End Tenancy for Cause (Notice) issued by the Landlord; an order suspending or setting conditions on the landlord's right to enter the rental unit; an order requiring the landlord to comply with the Act, regulations, or tenancy agreement; and recovery of the filing fee.

The Tenants applied again on April 21, 2024 for an order cancelling another One Month Notice to End Tenancy for Cause (Notice) issued by the Landlord; an order suspending or setting conditions on the landlord's right to enter the rental unit; and recovery of the filing fee.

The Tenants, their legal counsel (counsel), and the Landlords attended the hearing, all apart from counsel were affirmed for the hearing.

At the beginning of the hearing a mediated discussion was held relating to the Mutual Agreement to End a Tenancy on #RTB-8, which all parties signed on December 14, 2023, for an effective tenancy end date of July 1, 2024, at 11:59 AM. This discussion resulted in a confirmed settlement of the primary issue of the One Month Notices.

### **Mutual Agreement and Conclusion**

As the parties resolved matters by agreement, I make no findings of fact or law with respect to the Tenants' applications or the Landlords' Notices.

The terms of the agreement are as follows.

1. The tenancy shall end on or before July 1, 2024, at 11:59 AM.
2. The Tenants agrees to vacate the rental unit by or before July 1, 2024, at 11:59 AM.
3. The Landlords are granted an Order of Possession (Order) effective on July 1, 2024, at 11:59 AM, which becomes enforceable should the Tenants fail to vacate the rental unit by the agreed upon date and time.

The Tenants are **cautioned** that should they not move-out by July 1, 2024, at 11:59 AM, the costs of enforcing of the Order, **including bailiff fees**, are recoverable from the Tenants.

I order the parties to comply with the terms of their Mutual Agreement. The parties are bound by the terms of this Mutual Agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this Mutual 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 tenancy is ending and the parties resolved the primary issue by Mutual Agreement, I make no findings of fact or law on the other issues listed in the Tenants' applications. As I have not considered the merits of the Landlord's Notice or the applications, I decline to award the filing fees to the Tenants.

This decision containing the parties' mutual agreement 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 14, 2024

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Residential Tenancy Branch