Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   CNC, OLC, MNDC, FF

Introduction

This hearing was convened as the result of the tenants' application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenants applied for an order cancelling the landlord's 1 Month Notice to End Tenancy for Cause (the "Notice"), for an order requiring the landlord to comply with the Act, a monetary order for money owed or compensation for damage or loss, and for recovery of the filing fee paid for this application.

The parties appeared and each representative submitted some of their respective positions. The tenant confirmed that tenant RC would not be attending the hearing.

Thereafter a mediated discussion ensued and the parties agreed to resolve their differences.

*Preliminary matter-*As a preliminary issue, I have determined that the portion of the tenants' application dealing with a request for orders for the landlord's compliance with the *Act* and an order for monetary compensation are unrelated to the primary issue of disputing the Notice. As a result, pursuant to section 2.3 of the Residential Tenancy Branch Rules of Procedure, I have severed the tenants' Application and dismissed that portion of the tenants' request for those orders, **with leave to reapply**.

The hearing proceeded only upon the tenants' application to cancel a Notice to End Tenancy for Cause.

Issue(s) to be Decided

Will the tenant agree to vacate and will the landlord be issued an order of possession?

Can the parties reach a mutual agreement to resolve this dispute?

Settled Agreement

The tenant and the landlord agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The tenant agrees to vacate the rental unit by 1:00 p.m. on November 30, 2014;
2. The landlord agrees that the tenancy will continue until November 30, 2014, at 1:00 p.m.;
3. The tenant understands the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenants fail to vacate the rental unit by 1:00 p.m., November 30, 2014, the landlord may serve the order of possession on the tenants and obtain a writ of possession;
4. The landlord agrees to not serve the order of possession on the tenants unless the tenants fail to vacate the rental unit 1:00 p.m. on November 30, 2014;
5. The tenant understands that monthly rent for November 2014, will still be due and payable as agreed in the written tenancy agreement; and
6. The parties acknowledge their understanding that this settled Decision resolves the matter of disputing the 1 Month Notice contained in the tenant's application and that no finding is made on the merits of that portion of the application for dispute resolution or of the Notice.

Conclusion

The tenant and the landlord have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenant fails to vacate the rental unit by November 30, 2014, at 1:00 p.m. The order is effective 2 days after service upon the tenants, if necessary.

The order of possession is enclosed with the landlord's Decision. This order is a legally binding, final order, and may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court should it become necessary.

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.

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: October 9, 2014

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Residential Tenancy Branch