



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, FF

Introduction

This hearing was convened in relation to the tenants' application pursuant to the *Residential Tenancy Act* (the Act) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice);
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement;
- authorization to recover their filing fee for this application from the landlord.

Due to an administrative error, I did not receive important digital evidence. The hearing was adjourned to reconvene the same week.

All parties attended the both hearing dates. In the course of second hearing the parties agreed to terms under which the tenancy would end.

Analysis

Pursuant to section 63 of the Act, an arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenants agreed to withdraw their application.
2. The landlord agreed to withdraw the 1 Month Notice.
3. The tenants agreed to vacate the rental unit on or before one o'clock in the afternoon on 30 November 2015.

4. The tenants agreed to pay to the landlord a total of \$550.00, which includes November rent of \$950.00 less compensation for the tenant BC's work in the amount of \$400.00.

Each party stated that he or she understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their dispute for both parties.

Conclusion

The tenants' application is withdrawn. The landlord's 1 Month Notice is cancelled.

The monetary order is to be used if the tenant(s) do(es) not pay \$550.00 to the landlord in accordance with their agreement. The landlord should serve the tenants with this order so that the landlord may enforce it in the event that the tenant(s) do(es) not pay the outstanding rent as set out in their agreement. Should the tenant(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The attached order of possession is to be used by the landlord if the tenant(s) do(es) not vacate the rental premises in accordance with their agreement. The landlord should serve the tenants with this order so that the landlord may enforce it in the event that the tenant(s) do(es) not vacate the premises by the time and date set out in their agreement. Should the tenant 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 subsection 9.1(1) of the Act.

Dated: November 20, 2015

Residential Tenancy Branch

