Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   CNC

Introduction

This matter dealt with an application by the Tenants to cancel a Notice to End Tenancy for Cause.

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. the Landlords and the Tenants agreed to end the tenancy on November 15, 2016 at 1:00 p.m.

2. the Tenants agreed to pay the October, 2016 rent of $1,000.00 by cash on October 19, 2016. The Landlords agreed to issue a rent receipt for the cash rent payment.

3. the Landlords agreed to write a letter to the Tenants saying that they do not have any postdated cheques from the Tenants and if they do find any postdated cheques from the Tenants they will not cash them.

4. the Landlords agreed that the Tenants are not required to pay the rent from November 1 to November 15, 2016.

5. the Tenants agrees to move out of the rental unit by 1:00 p.m. on November 15, 2016 and leave the unit clean and in good condition.

6. the Tenants' security deposit will be handled at the end of the tenancy as indicated in the Act, regulations and tenancy agreement.

7. the Landlord will receive an Order of Possession with and effective vacancy date of November 15, 2016 at 1:00 p.m.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlords and the Tenants agreed to the above arrangement.

As no further action is required on this file, the file is closed.

Conclusion

The Parties agreed to end the tenancy on November 15, 2016 as per the above arrangement.

The Landlord has received an Order of Possession with an effective vacancy date of November 15, 2016.

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 19, 2016

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Residential Tenancy Branch