



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Jin-tone Investments Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNE, FFT

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of a One Month Notice to End Tenancy for End of Employment (the "One Month Notice") under Section 48(4) of the *Act* and reimbursement of the filing fee under Section 72 of the *Act*.

The tenant RL appeared for the tenants (the *tenants*). MC and JM appeared as representatives of the landlord (the *landlord*). The landlord testified he had been personally served with the tenants' application and supporting materials on April 24, 2018.

No witnesses were called. Both parties were given a full opportunity to be heard, present affirmed testimony, make submissions, and call witnesses.

### Issue(s) to be Decided

Are the tenants entitled to an Order cancelling the One Month Notice and to reimbursement of the filing fee?

### Analysis

Pursuant to Section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so 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, turned their minds to compromise, and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The tenancy will continue in accordance with the employment agreement dated November 16, 2018 until June 15, 2018 or until it terminates in accordance with paragraph 2;
2. On or before June 15, 2018, the tenants will vacate the premises; and
3. This settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

Both parties testified at the hearing they understood the above terms and agreed to the terms free of any duress or coercion. Both parties attested they understood and agreed the terms settled all aspects of this dispute and are legal, final, binding, and enforceable.

### Conclusion

To give effect to the settlement reached between the parties and as requested by both parties during the hearing, I issued the attached Order of Possession to be served on the tenants by the landlord only if the tenants fail to vacate the premises on or before June 15, 2018.

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: May 22, 2018

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Residential Tenancy Branch