



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC, CNR & FF

Introduction

This hearing dealt with the tenants' application seeking to have 2 notices to end tenancy set aside. The tenants were served with a 1 month Notice to End Tenancy for Cause and a 10 day Notice to End Tenancy Due to Unpaid Rent.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross examine the other party, and make submissions to me.

Opportunity to Settle Dispute:

Section 63 of the *Act* allows for parties to reach a mutual agreement to settle their dispute, with or without the assistance of the Dispute Resolution Officer. Section 63 and the rules of procedure also provide that if a settlement is reached, the terms of the settlement can be documented in a decision by the Dispute Resolution Officer and any Order issued in enforcement of a settlement has the same force and effect as an Order issued without the agreement of the parties.

The landlord and the tenants reached a mutual agreement to resolve their dispute. The landlord and the tenants agreed to the following findings of fact:

That the parties had an oral tenancy agreement which commenced a tenancy effective August 1, 2010 on a month to month basis. Originally the tenants were going to rent an upper suite in the property for the monthly rent of \$1,300.00 and the tenants paid a security deposit of \$650.00 on June 20, 2010. The parties then agreed that the tenants would rent the entire property for an additional \$900.00 per month and the tenants paid an additional security deposit of \$450.00 on August 3, 2010. The parties agree that the tenants began renting the entire rental unit for \$2,100.00 effective September 1, 2010.

The parties agreed that the tenants currently owe the landlord the sum of **\$5,350.00** in outstanding rent. This is comprised of outstanding rent from September, October,

November and December 2010. This amount reflects that the tenants were only required to pay the sum of \$1,300.00 in rent for August 2010.

The terms of the agreement are as follows:

1. The parties agree that the tenancy will end by mutual agreement on **December 31, 2010** at **1:00 p.m.**;
2. The parties agree that the tenants will make a payment towards the outstanding rent for the sum of **\$2,100.00** by money order or bank draft delivered to the law office of [removed] by **5:00 p.m. on December 15, 2010**; and
3. The parties agree that the tenants will make a final payment resolving the outstanding rent owed to the landlord for the sum of **\$3,250.00** by money order or bank draft delivered to the law office of [removed] by **5:00 p.m. on December 22, 2010**.

The parties agreed that the landlord would be issued an Order of Possession to enforce the mutual end of the tenancy and a monetary order for the sum of the outstanding rent owed to the landlord.

Conclusion

Pursuant to section 63 of the *Act* the parties have resolved their dispute by mutual agreement.

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: December 14, 2010.

Dispute Resolution Officer