



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant for an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent issued by the Landlords and to recover the filing fee.

Both parties appeared, and at the outset of the hearing, the parties announced an interest in resolving their differences and agreed to explore a settlement.

Issue(s) to be Decided

Is the Tenant entitled to an Order cancelling the Notice to End Tenancy and to recover the filing fee?

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

Settled Agreement

After discussion, the Landlords and the Tenant agreed that this tenancy will end and agree to the following terms and conditions:

- 1) The Tenant will continue to live in the rental unit for up to an additional 30 days, or March 15, 2011;
- 2) The Tenant is not required to pay the Landlords rent for those additional 30 days referenced above;
- 3) If the Tenant fails to move out by March 15, 2011, he is allowed an extension of an additional 30 days, to April 14, 2011, and will pay the Landlords rent in the amount of \$1,000.00. It is understood that if the Tenant remains in the rental unit for *any* portion of the additional 30 days, he will still owe the full amount of rent of \$1,000.00;
- 4) The Landlords agree to pay the Tenant the amount of \$1,800.00;
- 5) The Landlords agree to pay the Tenant moving expenses in the amount of \$1,000.00, upon receipt of this Settled Decision;
- 6) The Landlords agree to reimburse the Tenant his security deposit in the amount of \$900.00;
- 7) The Landlords agree to reimburse the Tenant his filing fee of \$50.00;

- 8) The Landlords agree to pay the remaining balance of \$2,750.00 upon confirmation of the Tenant vacating the rental unit;
- 9) The Tenant agrees that the above financial considerations are in lieu of and satisfies the monetary portion of the Decision of the Residential Tenancy Branch, file number 767920, dated February 3, 2011, in the amount of \$3,605.07;
- 10) The Tenant understands the Landlords will be issued an order of possession, based upon the settled agreement, and that if the Tenant fails to move out on or before by **April 14, 2011, at 1:00 p.m.**, the Landlords may serve the Order of Possession on the Tenant on or after **April 14, 2011, at 1:00 p.m.** and obtain a writ of possession;
- 11) The Landlords understand that the Tenant will be issued a monetary order, based upon the settled agreement, and that if they fail to pay the Tenant the full amount owing under this settled agreement of **\$3,750.00** on or before the end of the tenancy, the Tenant may file the order in the Small Claims division of the Provincial Court;
- 12) It is contemplated by the parties this settled agreement addresses and satisfies any and all past and future financial considerations involving this tenancy.

I accept the mutual agreement reached between the parties and I make it an order to be binding upon both parties.

Conclusion

The Landlord and Tenant have reached a settled agreement that the tenancy will end on or before April 14, 2011.

Based upon the settled agreement, as provided in section 63 of the Act, I grant the Landlord an **Order of Possession** and I grant the Tenant a **Monetary Order**, both to be enforced as agreed and stated above.

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: February 11, 2011.

Residential Tenancy Branch