



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Warden Enterprises Inc  
and [tenant name suppressed to protect privacy]

## **AGREEMENT REACHED BETWEEN BOTH PARTIES**

### Dispute Codes

For the tenants – MT, CNL, MNDC, OLC, LRE, LAT, FF

For the landlord – OPL, OPB, MNR, MNDC, FF

### Introduction

This matter dealt with two applications for Dispute Resolution, one brought by the tenants and one brought by the landlord. The tenants have applied for more time to cancel a Notice to End Tenancy; to cancel a Two Month Notice to End Tenancy for landlord's use of the property; for a Monetary Order for money owed or compensation for damage or loss; for an Order for the landlord to comply with the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; to set or suspend the landlord's right to enter the rental unit; to authorize the tenants to change the locks to the rental unit; and to recover the filing fee from the landlord for the cost of this application. The landlord has applied for an Order of Possession for landlords use of the property and because the tenants have breached an agreement with the landlord; for a Monetary Order for unpaid rent or utilities; a Monetary Order for money owed or compensation for damage or loss; and to recover the filing fee from the tenants for the cost of this application.

Through the course of the reconvened hearing I assisted the parties in coming to an agreement in settlement of both parties' applications. The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The parties agree that the tenants will vacate the rental unit on or before January 31, 2014. The parties also agree that the tenants are not required to provide one months Notice;
- The parties agree the landlord will be issued with an Order of Possession effective on January 31, 2014 at 1.00 p.m. if the tenants have not vacated the rental unit by this time;
- The landlord agrees to provide a copy of an outstanding utility bill to the tenants;
- The tenants agree to pay the outstanding utility bill when it has been received from the landlord;
- The tenants agree that there is \$64.50 in outstanding rent for November, 2013. The tenants agree to pay the shortfall in rent today;
- The landlord agrees to comply with any previous Orders concerning entry of the rental unit;
- The parties agree the landlord may attend the property to make repairs to the outside of the unit as previously ordered and to serve any documents to the tenants;
- The parties agree the tenants are entitled to compensation for the Two Month Notice to End Tenancy. This compensation will be either in the form of rent for January, 2014 or rent for December if the tenants vacate the unit in December, 2013;
- The parties agree that they will not file any further claims regarding matters related to either of their applications for this hearing;
- The landlord is entitled to file a Monetary claim at the end of the tenancy if the tenants do not leave the rental unit in a reasonably clean condition and make all repairs for any damage caused by the tenants during the tenancy.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act* in full, final and binding settlement of the both parties' applications.

I HEREBY ISSUE an Order of Possession in favour of the landlord effective on January 31, 2014 at 1.00 p.m. This Order must be served on the tenants and should the tenants not comply with this Order it may be filed in the Supreme Court and enforced as an order of that Court.

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: November 22, 2013

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Residential Tenancy Branch

