



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CL  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

TENANT: CNC  
LANDLORD: MND, MNDC, MNSD, OPC, OPB

### Introduction

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

As well the Landlord applied for monetary compensation for damage to the unit, site or property, loss or damage under the Act, regulations or tenancy agreement, to retain the Tenants security deposit and for an Order of Possession.

At the start of the conference call it became apparent that the Landlords' application had not been forwarded to the Arbitrator for the hearing. The Parties were given the choice of adjourning the hearing to a later date so that the Arbitrator could have all the information on both files or the parties could settle the disputes by mutual agreement. The Parties agreed to settle the disputes as they did not want to adjourn the hearing to another date.

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

1. Both the Tenants and the Landlord agreed to end the tenancy on June 15, 2014 at 1:00 p.m. Consequently the Notice to End Tenancy dated March 13, 2014 is cancelled and how the tenancy is going to end is replaced by this settlement agreement.
2. The Tenants agree to pay the Landlord \$1,000.00 which represents the insurance deductible on an insurance claim the Landlord made on the rental unit regarding water damage. The Landlord will receive a monetary order for \$1,000.00. to support this agreement.

3. The Tenants agree to pay the full monthly rental for June, 2014 in the amount of \$2,250.00 even though the tenancy is ending June 15, 2014. This payment is to facilitate this agreement.
4. The Landlord withdraws her application for damages to the rental unit and accepts this arrangement as full settlement of her application for damages.
5. The Tenant withdraws their application to cancel the Notice to end Tenancy as a mutual agreement to move out of the rental unit is agreed upon.

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 Landlord 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 June 15, 2014 as per the above arrangement.

The Landlord has received a Monetary Order in the amount of \$1,000.00.

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 05, 2014

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Residential Tenancy Branch

