



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT BETWEEN BOTH PARTIES

Dispute Codes OPL, MNR, FF

Introduction

This matter dealt with an application by the landlord for an Order of Possession for the landlords use of the property; for a Monetary Order for unpaid rent and to recover the filing fee from the tenant for the cost of this proceeding.

Through the course of the hearing the landlord's agent and the tenant came to an agreement in settlement of the landlords claims.

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 agrees that the tenant will pay the outstanding for March, 2014 of \$4,382.50 which includes the amount payable for gas usage less \$250.00 for the overpayment of the security deposit. The tenant will pay a total amount of \$4,132.50 on or before May 05, 2014.
- The parties agree the tenant does not have to pay rent for April, 2014 and this will be given as compensation for the Two Month Notice;

- The parties agree the tenants will vacate the rental unit on May 15, 2014 by 1.00 p.m.;
- The parties agree that the security deposit will be used for the rent for May up to and including the day the tenants vacate on May 15, 2014;
- The tenant agrees to settle any gas usage for May, 2014 as per half the amount documented as payable on the tenancy agreement.

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*.

This agreement is in full, final and binding settlement of the landlords application.

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 01, 2014

Residential Tenancy Branch

