



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT REACHED BETWEEN THE PARTIES

Dispute Codes

For the tenants – CNR

For the landlord – OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The landlord applied for an Order of Possession for unpaid rent; for a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenants security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application. The tenants' applied to cancel the 10 Day Notice to End Tenancy for unpaid rent.

Through the course of the hearing the landlord's agent and the tenants came to an agreement in settlement of each parties claim.

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 landlord's agent agreed to withdraw the 10 Day Notice at this time as the landlord has reinstated the tenancy by accepting rent until the end of June, 2014
- The parties agreed to meet on Tuesday June 03, 2014 to discuss any outstanding rent for February, 2014;
- The tenant agreed to provide evidence to the landlord at that meeting to show that rent has been paid each month including February, 2014.
- The landlord's agent agreed not to take any further action until the landlord has meet with the tenants to review their evidence.

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*.

The landlord is at liberty to serve a new 10 Day Notice to End tenancy upon the tenants for unpaid rent for February, 2014 in the event the tenants have insufficient evidence to prove that rent has been paid in full.

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 30, 2014

Residential Tenancy Branch

