



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT BETWEEN BOTH PARTIES

Dispute Codes

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

For the tenants – MT, DRI, CNQ, CNC, CNL, CNR, MNDC, FF, O

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 or utilities; for an Order of Possession for cause; for a Monetary Order for unpaid rent or utilities; for an Order permitting the landlord to keep all or part of the tenants security deposit; and to recover the filing fee from the tenants for the cost of this application. The tenants applied for more time to file an application to dispute the Notice a End Tenancy, to dispute an additional rent increase; to cancel a Notice to End tenancy because the tenant does not qualify for subsidized housing; to cancel a Notice to End Tenancy for cause; to cancel a Notice to End Tenancy for landlords use of the property; to cancel a Notice to End Tenancy for unpaid rent or utilities; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; to recover the filing fee from the landlord for the cost of this application; and other issues.

Through the course of the hearing the landlord and the tenants came to an agreement in settlement of each party's respective 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 agreed that the tenants will vacate the rental unit on or before November 17, 2014 by 1.00 p.m.; and agreed that the landlord will receive an Order of Possession for that date to serve upon the tenants in the event the tenants do not vacate the rental unit as agreed.
- The parties agreed that tenants do not have to pay rent from October 17, 2014 to the end of the tenancy on November 17, 2014 to compensate the tenants for the Two Month Notice to End Tenancy.
- The parties agreed to deal with the security deposit in accordance to s. 38 of the *Act* at the end of the tenancy.
- The parties agreed to withdraw their applications in there entirety

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 each party's applications.

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: October 07, 2014

Residential Tenancy Branch

