



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **AGREEMENT REACHED BETWEEN BOTH PARTIES**

### Dispute Codes

For the tenant – CNC, FF

For the landlord – OPC, MNR, FF

### Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The tenant applied to cancel a One Month Notice to End Tenancy for cause and to recover the filing fee from the landlords for the cost of this application. The landlords applied for Order of Possession for unpaid rent; however, it was determined that this was filed in error and I allowed the landlord to amend their application to an Order of Possession for cause. The landlords also applied for a Monetary Order for unpaid rent or utilities; and to recover the filing fee from the tenant for the cost of this application.

Through the course of the hearing the landlord attending and the tenant came to an agreement in settlement of their 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 tenancy will end on August 18, 2016;
- The tenant agreed to ensure all her belongings are removed from the rental unit and property by the end of August 18, 2016;
- The landlord agreed to withdraw the One Month Notice to End Tenancy for cause dated June 20, 2016;

- The tenant agreed to pay rent for July, 2016 by cheque and that this cheque will be sent to the landlords by registered mail on August 09, 2016;
- The landlord agreed the tenant does not have to pay rent for August, 2016 as long as she vacates the rental unit on August 18, 2016;
- The parties agreed that the landlords will be issued with an Order of Possession to serve upon the tenant in the event the tenant does not vacate the rental unit on August 18, 2016.

### Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement. Should either party violate the terms of this settled agreement, it is open to the other party to take steps under the *Act* to seek remedy.

As this matter was settled, I have not awarded the parties the recovery of their filing fees.

This agreement is in full, final and binding settlement of the landlords' and the tenant'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: August 08, 2016

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Residential Tenancy Branch