



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MNDC, FF

Introduction

This hearing dealt with applications from both the landlord and the tenant under the *Residential Tenancy Act* ("the *Act*"). The landlords applied for an Order of Possession for Unpaid Rent pursuant to section 55; a monetary order for unpaid rent pursuant to section 67; authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenants applied for cancellation of the landlord's Notice to End Tenancy pursuant to section 46; and authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Both parties confirmed receipt of the other's evidentiary submissions for this hearing. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began in April 2016 as a fixed term with a rental amount of \$900.00 payable on the first of each month. The landlord testified that he continues to hold a \$450.00 security deposit paid by the tenant at the outset of this tenancy.

The tenant testified that he is willing to vacate the residence and wished to provide rent money to the landlord. The parties agreed on a move-out date of September 30, 2016.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. Given the agreement reached between the

parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The parties agreed that the tenancy will end September 30, 2016 at one o'clock in the afternoon.
2. The tenant agreed to vacate the rental unit and remove all property by September 30, 2016 at one o'clock in the afternoon.
3. The tenant agreed to pay the landlord 3 installments to clear all rental arrears as follows;
 - a) \$900.00 on August 22, 2016
 - b) \$900.00 on August 31, 2016
 - c) \$900.00 on September 15, 2016
4. Both parties agree that there is no security deposit held by the landlord.
5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties, the landlord is provided with a formal copy of an Order of Possession effective September 30, 2016 to be used if and only if the tenant(s) fail to vacate in accordance with the above agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give further effect to the settlement reached between these parties, the landlord is provided with a monetary order in the amount of \$2700.00 to be used only after September 15, 2016 if the tenants have not met the terms of the above agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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 24, 2016

Residential Tenancy Branch

