



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 tenants – CNC, CNR,, MNR, MNDC, FF, O

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

Introduction

This matter dealt with an application by both parties. The tenants applied to cancel Notices to End Tenancy for cause and for unpaid rent or utilities; for a Monetary Order for the cost of emergency repairs, and for money owed or compensation for damage or loss; and to recover the filing fee. The landlord applied for an Order of Possession; a Monetary Order for unpaid rent or utilities and for money owed or compensation for damage or loss; and to recover the filing fee.

Through the course of the hearing the tenants and the landlord came to an agreement in settlement of their respective applications.

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 March 01, 2017 in accordance with the tenancy agreement;
- The tenants agree that they will vacate the rental unit on March 01, 2017.

- The parties agreed that the landlord only served the tenants with a 10 Day Notice to End Tenancy and that this Notice will be withdrawn by the landlord.
- The tenants agreed to pay to the landlord the amount of \$600.00 for utilities up to August 2016 by cheque on December 01, 2016.
- The tenants agreed that any further utility bills provided to them from the landlord will be paid in full until the end of the tenancy.
- The parties agreed that no further claims concerning either of the respective applications heard today will be brought forward by either party.

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, and neither party made an agreement about the filing fee, I have not awarded either party the recovery of their filing fees.

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: November 02, 2016

Residential Tenancy Branch