



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, CNR, FF, O

This hearing dealt with the landlord's Application filed November 14, 2016 for an order of possession and a monetary order based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 2, 2016 (the "10 Day Notice"). It also dealt with the tenants' Application filed November 10, 2016, pursuant to s. 47(4) of the *Residential Tenancy Act* (the "Act") for cancellation of the 10 Day Notice.

All of the tenants attended the hearing, although the tenant identified as RB spoke on behalf of all of them. The landlord attended with a witness. At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

## **Settlement**

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The landlord withdraws the 10 Day Notice and her Application filed November 14, 2016 based on that 10 Day Notice.
2. The tenants withdraw their Application filed November 10, 2016 to dispute the landlord's 10 Day Notice.
3. The tenancy will end on December 21, 2016 at 3:00 pm.
4. The landlord will have an order of possession for December 21, 2016 at 3:01 pm which the landlord may enforce if the tenants do not vacate as agreed.

5. The tenants will leave the rental unit and yard clean and tidy and leave the garage remote and all keys to the rental unit with the landlord or on the rental unit counter.
6. Rental arrears in the total amount of \$3,500.00 ( \$700.00 for November, 2016 and \$2,800.00 for December, 2016) will be paid as follows:
  - a. the tenants will give the landlord \$2,100.00 in cash by 3:00 pm on December 21, 2016; and
  - b. the landlord will retain the tenants' security deposit in the amount of \$1,400.00 in satisfaction of balance owing.

### **Conclusion**

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for monetary compensation or other

orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: December 14, 2016

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Residential Tenancy Branch