



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 3845 INVESTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OLC, LRE, OPR, MNR

Introduction

This hearing dealt with cross applications. The tenants applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and other remedies. The landlord applied for an Order of Possession and Monetary Order for unpaid rent. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

The tenants had named the building managers as the landlord in filing their Application. The tenants' application was amended during the hearing, with consent, to name the landlord as it appears on the 10 Day Notice and the landlord's Application.

During the hearing, I heard that the outstanding rent has since been satisfied. Accordingly, I do not issue a Monetary Order to the landlord with this decision.

I did not hear or consider the tenants' request for orders for compliance or to suspend or set conditions on the landlord's restricted right to enter pursuant to Rule 2.3 of the Rules of Procedure which authorizes me to dismiss unrelated disputes contained in a single application. The balance of tenant's Application has been dismissed with leave.

During the hearing the parties reached a mutual agreement in resolution of their respective Applications to cancel and uphold the 10 Day Notice. I have recorded their mutual agreement by way of this decision and the Order of Possession that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed to the following terms during the hearing:

1. The tenancy shall be extended until January 31, 2017 at which time the tenants will return vacant possession of the rental unit to the landlord.
2. The tenants agree to pay a refundable security deposit of \$424.00 to the landlord on or before January 3, 2017 to ensure the tenants leave the rental unit reasonably clean and undamaged at the end of the tenancy.
3. The tenants remain bound to ensure they comply with the terms of the tenancy agreement they executed on July 18, 2016 except for payment of rent for January 17, 2016 as provided in term 4. below.
4. The landlord has expressly waived any entitlement to receive rent from the tenants for the month of January 2017.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the agreement reached by the parties during this hearing and I make the terms an Order to be binding upon both parties.

In recognition of the agreement, I provide the landlord with an Order of Possession effective January 31, 2017.

Conclusion

The parties reached a mutual agreement in resolution of their dispute that I have recorded by way of this decision and the Order of Possession that accompanies it. In recognition of the mutual agreement, I provide the landlord with an Order of Possession with an effective date of January 31, 2017.

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: December 20, 2016

Residential Tenancy Branch