



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an Order of Possession pursuant to section 55 of the *Act*,
- an Order for the tenants to repay the cost of the filing fee pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The tenants confirmed receipt of the landlord's 10 Day Notice, the landlord's evidentiary package and the landlord's dispute resolution package. In accordance with sections 88 and 89 of the *Act*, I find that the tenants were duly served with the dispute resolution and evidentiary packages.

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The parties entered into a mutual agreement to end this tenancy by 1:00 P.M. on February 6, 2017, by which time the tenants agreed to have vacated the rental unit. The landlord withdrew the 2 Month Notice.

2. The landlord agreed to make a one-time payment of \$4,000.00 to be made to the tenants upon receipt of the vacant rental unit.
3. The landlord agreed to pay all moving expenses.
4. The landlord agreed to enter into a new lease with the tenants on February 6, 2017 for a different property located in the Lower Mainland.
5. Both parties agreed to bear the cost of the filing fee.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion.

Conclusion

I find that this tenancy ends on the basis of the mutual agreement to end tenancy outlined above and not on the basis of the landlord's 2 Month Notice, which is of no legal force or effect. This mutual agreement requires the tenants to vacate the rental unit by 1:00 P.M. on February 6, 2017. The landlord is given an Order of Possession to be used in the event that the tenants do not vacate the rental unit in accordance with this 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.

The tenants are granted a Monetary Order of \$4,000.00. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order 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: February 7, 2017

Residential Tenancy Branch

