



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR OLC LAT

Introduction

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

- cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice") pursuant to section 46 of the *Act*;
- an Order for the landlord to comply with the *Act* pursuant to section 62 of the *Act*; and
- authorization to change the locks pursuant to section 70 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 2 Month Notice, and the landlord's evidentiary package. The landlord confirmed receipt of the tenants' application for dispute resolution package. In accordance with sections 88 and 89 of the *Act*, I find that both parties were duly served with these documents.

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 March 24, 2017, by which time the tenants agreed to have vacated the rental unit. The landlord withdrew the 10 Day Notice issued on February 7, 2017.

2. The tenants will pay the landlord \$825.00 in satisfaction of all outstanding rent and utilities due in relation to this tenancy.
3. The landlord will retain the security deposit of \$575.00 following the conclusion of this tenancy agreement.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenants' 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. This mutual agreement requires the tenants to vacate the rental unit by 1:00 P.M. on March 24, 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 landlord will be given a Monetary Order of \$825.00. The landlord is provided with formal Orders in the above terms. Should the tenant fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

To give effect to the settlement reached between the parties, I order the landlord to retain the security deposit at the end of this tenancy.

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: March 13, 2017

