



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNR, OPR, FF

Introduction

A hearing was convened to deal with cross-applications under the *Residential Tenancy Act* (the “Act”). The landlord’s application was for an order of possession and a monetary order based on a 10 Day Notice to End Tenancy for Unpaid Rent dated February 25, 2017 (the “February 10 Day Notice”). The tenant’s application was for an order cancelling the February 10 Day Notice and another 10 Day Notice to End Tenancy for Unpaid Rent dated March 9, 2017 (the “March 10 Day Notice”) which the landlord had served before the landlord understood that the tenant had accepted service of the February 10 Day Notice. Both parties also sought return of the application filing fee.

One of the named tenants attended the hearing with an advocate. The landlord also attended. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other.

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.

Also at the outset of the hearing the tenant appearing at the hearing explained that the other named tenant was no longer living in the rental unit. Accordingly, the agreement set out below has been reached only with the attending tenant.

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 both the February 10 Day Notice and the March 10 Day Notice.

2. The tenant withdraws his application to dispute both the February 10 Day Notice and the March 10 Day Notice.
3. The tenancy will continue until **1:00 pm, April 30, 2017** on the condition that the tenant delivers the landlord a monetary order in the amount of \$3,000.00 no later than 5:00 pm on Wednesday, April 5, 2017.
4. The tenant waives all monetary claims brought in his application.
5. The landlord waives all monetary claims for unpaid rent made under the February 10 Day Notice and the March 10 Day Notice, with the exception of the \$3,000.00 set out above.
6. Both parties waive their claim to recovery of the application filing fee.

In aid of this settlement agreement and with the consent of the parties I grant the landlord an order of possession effective at 1:00 pm on April 30, 2017.

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: April 04, 2017

Residential Tenancy Branch