



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR FF

Introduction

This hearing was convened in response to applications by the tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The application from the tenants requested:

- a cancellation of the 10 Day Notice to End Tenancy (“10 Day Notice”) issued pursuant to section 46 of the *Act*; and
- a return of the Filing Fee pursuant section 72 of the *Act*.

Tenant P.B, (the “tenant”) and the landlord appeared at the hearing. The landlord was represented by agent, J.D. (the “landlord”). Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Both parties confirmed receipt of each other’s applications for dispute resolution hearing package (“Application”) and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the parties were duly served copies of the each other’s applications and evidence.

The landlord testified that the 10 Day Notice to End Tenancy for Unpaid Rent (the “10 Day Notice”), with an effective date of May 15, 2017, was personally served to the tenant on May 4, 2017. The tenant acknowledged receipt of this notice. Accordingly, I find that the 10 Day Notice was served to the tenants in accordance with section 88 of the *Act*.

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. Both parties entered into a mutual agreement that this tenancy will end on June 30, 2017 at 1 p.m., by which date the tenants and any other occupants will have vacated the rental unit.
2. The tenants agree to forfeit their security deposit in the amount \$675.00 following the conclusion of the tenancy on June 30, 2017.
3. The landlord withdrew the 10 Day Notice dated May 4, 2017.
4. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlord's 10 Day Notice, dated May 4, 2017.
5. The landlord will be granted a Monetary Order of \$1,439.00. This Monetary Order will only be enforceable if the tenants fail by 1:00 P.M. on June 30, 2017 to produce for the landlord a bank money order demonstrating that rent for May 2017 in the amount of \$1,389.00 was paid.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant'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. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on June 30, 2017. The landlord is provided with this Order in the above terms and the tenants must be served with this Order in the event that the tenants do not abide by condition #1 of the above settlement. Should the tenants 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's 10 Day Notice, dated May 4, 2017, is cancelled and is of no force or effect.

The landlord will be granted a Monetary Order of \$1,439.00. This Monetary Order is only enforceable should the tenants fail to abide by condition #5 of the above settlement.

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: June 15, 2017

Residential Tenancy Branch