



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR OPR CNR FF

Introduction

This hearing dealt with applications from both the tenant and the landlord pursuant to the *Residential Tenancy Act* (the *Act*). The tenant applied to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid rent or Utilities (the "10 Day Notice"), while the landlord applied for an order of possession based on a 10 Day Notice and a Monetary Order for unpaid rent. Both parties applied for a return of the filing fee.

Both parties attended the hearing and 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.

The tenant confirmed receipt of the 10 Day Notice in person on May 29, 2017. In accordance with section 88 of the *Act*, I find that the tenant to have been served with a copy of the 10 Day Notice on the same day as service.

Both parties confirmed receipt of each other's applications for dispute resolution. I find that both parties were duly served with each other's applications for dispute resolution.

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 July 12, 2017 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.
2. The landlord agreed to accept \$1,275.00 in full satisfaction for all outstanding rent due in relation to this tenancy.
3. The tenant agreed to allow the landlord to retain his security deposit in the amount \$425.00 following the conclusion of the tenancy.
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 29, 2017.

5. 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 July 12, 2017. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a Monetary Order in the landlord's favour in the amount of \$1,275.00 against the tenant. The landlord is provided with a Monetary Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant 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.

The tenant is ordered to surrender his security deposit to the landlord.

The landlord's 10 Day Notice, dated May 29, 2017, is cancelled and is of no force or effect.

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: July 4, 2017

Residential Tenancy Branch