



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenants under the *Residential Tenancy Act* (the “Act”), seeking cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Tenant S.Y. and two agents for the Landlord (the “Agents”). All parties provided affirmed testimony and were given the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. Neither party raised any concerns regarding the service of documentary evidence.

Preliminary Matters

Although the Tenant had a witness present with her at the start of the hearing, the witness left the room and was excluded from the proceedings while awaiting her opportunity to provide witness testimony. However, it was unnecessary to call the witness to provide any testimony in the hearing as the parties reached a settlement agreement.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end on April 30, 2018, at 1:00 P.M., and the Tenants agree to vacate the rental property by that date and time;
2. The Tenants agree to pay the Landlord \$200.00 on or before April 30, 2018, at 1:00 P.M.;
3. The Tenants agree that the Landlord may retain, in full, their \$450.00 security deposit;
4. The Tenant's agree to pay \$1,100.00 a month in rent for March 2018 and April 2018;

5. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement; and
6. The Tenants withdraw their Application in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act* and the parties agree that these terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective April 30, 2018. The Landlord is provided with Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this order may be filed in and enforced as an order of the Supreme Court of British Columbia.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a conditional Monetary Order in the amount of **\$200.00**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of the payment schedule set out in the mutual settlement agreement.

The Landlord is provided with this Monetary Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants 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 14, 2018

Residential Tenancy Branch