



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PLETTCHELL PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR CNC MT OPR MNDC FF

Introduction

This hearing dealt with applications from both the tenant and the landlords pursuant to the *Residential Tenancy Act* (the *Act*). The tenant applied to cancel the landlords' 10 Day Notice to End Tenancy for Unpaid rent or Utilities (the "10 Day Notice") to cancel the landlords' 1 Month Notice to End Tenancy for Cause and for more time to dispute the notices to end tenancy. The landlords applied for an order of possession based on two separate 10 Day Notices which were served on the tenant and for Monetary Order for unpaid rent

All parties attended the hearing and were given a full opportunity to be heard, to present their testimony, to make submissions, to call witnesses and to cross-examine one another.

Following opening remarks, the landlords asked to amend their application to withdraw their application for a monetary award. As the tenant would not be prejudiced by this amendment, and pursuant to section 64(3)(c) I amend the landlords' application to withdraw their application for a monetary award.

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 April 15, 2018 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.
2. The tenant agreed to pay rent of \$350.00 representing the time in occupation of the rental unit from April 1, 2018 to April 15, 2018.
3. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlords' 10 Day Notices.

4. Both the pet and security deposits continue to be held by the landlords. These deposits are to be dealt with at the conclusion of the tenancy in accordance with the *Act*.
5. Both parties agreed that this settlement agreement does not prejudice any future monetary claims that either party may bring against the other.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of all parties' applications.

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 landlords, which is to take effect by 1:00 p.m. on April 15, 2018. The landlords are 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.

The landlords' application for a monetary award was withdrawn. The landlords are free to pursue a monetary award at a future date if they so desire.

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 21, 2018

Residential Tenancy Branch