



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, MNSD, OPR, MNR, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (“the “Act”).

The Landlord filed an Application requesting an order of possession due to unpaid rent; a monetary order to recover unpaid rent and /or utilities; and to recover the cost of the filing fee.

The Tenants filed an Application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities; for money owed or compensation for damage or loss; and for the return of the security deposit.

Both parties appeared at the hearing. The Landlord was assisted by counsel. The hearing process was explained and the participants were asked if they had any questions. The parties testified that they exchanged the documentary evidence before me. All participants in the hearing provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenants testified that they moved out of the rental unit on February 28, 2018. Since the tenancy has ended, there is no need to proceed with a determination of whether the tenancy will end due to non-payment of rent. Accordingly, the Landlords request for an order of possession due to non-payment of rent, and the Tenants request to cancel the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 2, 2018, is dismissed.

Settlement Agreement

During the hearing, the parties agreed to settle the remaining issues within their applications on the following conditions:

1. The parties agree that the Landlord may retain the amount of \$1,700.00 from the deposit that they are holding.
2. The parties agree that the Landlord will return the balance of \$200.00 from the deposit to the Tenants.
3. The parties agree that the dryer purchased by the Tenants is the property of the Tenants and the Landlord will allow access to the Tenant or a person authorized by the Tenant to remove the dryer from the rental property.
4. The parties agree that they will make no further claims against each other with respect to this tenancy.
5. The Landlords withdraw their application in full as part of this mutually settled agreement.
6. The Tenants withdraw their application in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

As both parties have withdrawn their applications, I decline an award to either party to recover the cost of the filing fees.

Conclusion

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

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 09, 2018

Residential Tenancy Branch