



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, DRI
OPR, MNRL-S, MNDL-S, MNDCL-S, FFL

Introduction

This hearing dealt with cross-applications filed by both the Tenant and the Landlord. In his Application for Dispute Resolution (the “Application”) under the *Residential Tenancy Act* (the “Act”), the Tenant sought more time to make an Application seeking cancellation of a Notice to End Tenancy, cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”), and to dispute a rent increase

In his Application under the *Act*, the the Landlord sought an Order of Possession based on the 10 Day Notice, retention of the Tenant’s security deposit, and a Monetary Order for unpaid rent, damage to the rental unit, recovery of the filing fee, and compensation for money owed or other damage or loss under the *Act*, regulation, or tenancy agreement.

The hearing was convened by telephone conference call and was attended by the Tenant, the Landlord, and the agent for the Landlord (the “Agent”), all of whom provided affirmed testimony. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

At the request of the parties, copies of the decision and any orders issued in their favor will be e-mailed to them at the e-mail addresses provided in the hearing.

Settlement

Although testimony regarding several matters was provided by both parties at the start of the hearing, the opportunity for settlement was discussed and the parties ultimately decided to settle their Applications by mutual agreement. 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(s).

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

1. The parties agree that the tenancy will end at noon (12:00 P.M.) on June 20, 2018.
2. The Tenant agrees to vacate the rental property by noon on June 20, 2018.
3. The Landlord agrees that if the Tenant vacates the rental property as agreed by noon on June 20, 2018, they will not seek rent for June, 2018, or any compensation for outstanding rent or utilities owed as of the date of the hearing.
4. The parties agree that documents and orders arising from this settlement agreement may be served by the parties on each other via e-mail at the e-mail addresses provided in the hearing.
5. The parties withdraw their Applications in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

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 at noon (12:00 P.M) on June 20, 2018. The Landlord is provided with this 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 Supreme Court of British Columbia 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: June 1, 2018

Residential Tenancy Branch