



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GOSEN AND BOLD (MARLBOROUGH) LIMITED PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNE DRI FFT OLC FFL MNRL OPE OPR

### **Introduction**

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- an Order of Possession for unpaid rent and end of employment pursuant to section 55; and
- a monetary order for unpaid rent pursuant to section 67.

The tenants requested:

- cancellation of the landlord’s 1 Month Notice to End Tenancy for End of Employment (the 1 Month Notice) pursuant to section 48;
- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

IS testified on behalf of the landlord in this hearing, and had full authority to do so. 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.

Both parties confirmed receipt of each other's applications for dispute resolution hearing package ("Applications") and evidence. In accordance with sections 88 and 89 of the *Act*, I find that both the landlord and tenants were duly served with the Applications and evidence.

### **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 October 29, 2018 at 6:00 p.m., by which time the tenants and any other occupants will have vacated the rental unit.
2. 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 1 Month Notice dated August 24, 2018 or the 10 Day Notice dated September 8, 2018, both of which the parties agreed are withdrawn.
3. The landlord agreed to pay the tenants a lump sum payment in the amount of \$3,600.00 on the condition that the tenants have vacated the rental unit, and have returned the keys by October 29, 2018.
4. The landlord agreed that no further rent payments would be required from the tenants for the remainder of this tenancy.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of both applications at this hearing and all issues arising out of this tenancy, with the exception of the security deposit which will be dealt with at the end of this tenancy and in accordance with the *Act* and tenancy agreement

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 6:00 p.m. on October 29, 2018.

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

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the tenants' favour in the amount of \$3,600.00. The tenants are provided with this Order in the above terms and the landlord must be served with a copy of this Order as soon as possible in the event that the landlord does not abide by condition #3 of the above agreement. Should the landlord 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 landlord's 1 Month Notice dated August 24, 2018 and 10 Day Notice dated September 8, 2018 are cancelled and are 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: October 16, 2018

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Residential Tenancy Branch