



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

On September 26, 2018, the Tenants applied for a Dispute Resolution proceeding seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”).

The Tenants and Landlord both attended the hearing.

The Tenants advised that they would like to withdraw their Application as they had planned to move out by November 18, 2018. The Landlord advised that she was amenable to an Order of Possession being granted for November 18, 2018. As such, the topic of a settlement was brought up by the parties.

Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenants agreed as follows:

1. The Notice of September 16, 2018 is cancelled and of no force or effect.
2. The Tenants and Landlord agreed that the Tenants will have possession of the rental unit, but must vacate the rental unit by **November 18, 2018 at 1:00 PM**.
3. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this Application only.

This agreement is fully binding on the parties. If condition two is not satisfactorily complied with, the Landlord is granted an Order of Possession effective at **1:00 PM on November 18, 2018 after service of this Order** on the Tenants.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I have recorded the terms of settlement in this decision and in recognition of the settlement agreement, based on the above, I hereby order that the 10 Day Notice to End Tenancy for Unpaid Rent of September 16, 2018 to be cancelled and of no force or effect.

In addition, in support of the settlement described above and with agreement of both parties, I grant the Landlord a conditional Order of Possession, to serve and enforce upon the Tenants if necessary, effective at **1:00 PM on November 18, 2018 after service of this Order**. This Order must be served on the Tenants. If the Tenants fail to comply with this Order, the Landlord may file the Order with the Supreme Court of British Columbia and be 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: November 8, 2018

Residential Tenancy Branch