



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, RR, LRE, RR, FFT

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause and several other remedies. Both parties appeared at the hearing and were provided an opportunity to be heard with respect to relevant matters.

At the outset of the hearing, I confirmed that the parties had exchanged their respective hearing documents and evidence upon each other and I admitted their documents into evidence.

I also heard near the start of the hearing that all parties had a strong desire to end the tenancy. The parties turned their minds to resolving this dispute by way of a mutual agreement. I was able to facilitate a mutual agreement between the parties and I have recorded their terms by way of this decision and the Order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed upon the following terms during the hearing in resolution of this dispute:

1. The tenancy shall end no later than February 28, 2019 and the tenants shall return vacant possession of the rental unit to the landlord by that date.
2. The male tenant shall not participate in the move-out inspection with the landlord.

3. The tenants remain obligated to pay rent for February 2019 and any utilities they are required to pay under the tenancy agreement.
4. The security deposit and pet damage deposit remains in trust to be administered in accordance with the Act at the end of the tenancy.
5. The tenants waive the right to pursue the landlord for any monetary compensation for damages or loss they may have suffered during the tenancy, with the exception of return of the security deposit and pet damage deposit.
6. The landlord waives the right to pursue the tenants for monetary compensation for damages or loss, including liquidated damages, with the exception of claims she may determine at the end of the tenancy for: cleaning, damage to the property for which the tenants are responsible for repairing, and unpaid utilities, if any.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during the hearing and I make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on February 28, 2019.

Conclusion

The parties resolved this dispute by way of a mutual agreement that I have recorded in this decision. In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on February 28, 2019.

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: January 10, 2019

Residential Tenancy Branch