



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes For the tenant: CNC, CNR, OLC, RP, PSF, FFT
For the landlord: OPR, OPC, MNDC, FFL

Preliminary Issue -

Both parties have filed another application for dispute resolution dealing with other issues and cancellation or enforcement of the landlord's Notices to end the tenancy. Those applications were for a future date and not before me on the date of the hearing.

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the Residential Tenancy Act (Act).

The tenants applied for an order cancelling the landlord's One Month Notice to End Tenancy for Cause (One Month Notice), for an order cancelling the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice), for an order requiring the landlord to comply with the Act, the Regulations, or the tenancy agreement, for an order requiring the landlord to make repairs to the rental unit, for an order for the landlord to provide services or facilities agreed upon but not provided, and for recovery of the filing fee paid for this application.

The landlord applied for an order of possession for the rental unit pursuant to the One Month Notice and the 10 Day Notice, for a monetary order for money owed or compensation for damage or loss and unpaid rent, and for recovery of the filing fee paid for this application.

The tenants and the landlord's agents attended the hearing, the hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process.

No issues were raised by the parties with respect to the other's evidence or application.

Thereafter the participants were provided the opportunity to present their evidence orally, refer to relevant evidence submitted prior to the hearing, question the other party, and make submissions to me.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

After a full hearing on the merits of both applications, a mediated discussion ensued, during which the parties agreed to resolve their differences and that I would record their settlement.

Settled Agreement

The tenants and the landlord agreed to a mutual settlement under the following terms and conditions:

1. The tenants agree to vacate the rental unit by 1:00 p.m. Pacific Time on April 15, 2020;
2. The tenants understand the landlord will be issued an order of possession of the rental unit, based upon the settled agreement, and that if the tenants fail to vacate the rental unit by 1:00 p.m. Pacific Time, April 15, 2020, the landlord may serve the order of possession on the tenants for enforcement purposes;
3. The tenants understand that they may vacate the rental unit prior to April 15, 2020, without penalty;
4. The landlord waives their claim for any past unpaid rent which may or may not have been due and owing during this tenancy;
5. The landlord agrees that the tenants will not owe the landlord monthly rent for March or April 1-15, 2020 and may live in the rental unit rent free until their agreed upon move-out date of April 15, 2020;
6. The landlord agrees that they will return the tenants' security deposit at the end of the tenancy, without further claim, pending the tenants vacating the rental unit by 1:00 p.m. Pacific Time, April 15, 2020;
7. The parties agree that this Settled Agreement represents the full and final settlement of these applications;
8. The parties acknowledge and agree that they will each withdraw their respective applications set for a future time and date;

9. The parties acknowledge that there are no other issues relating to this tenancy, pending fulfillment of the obligations of this Settled Agreement; and
10. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the parties' respective applications and that no findings are made on the merits of the said applications for dispute resolution or the landlord's Notices

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis.

Conclusion

The tenants and the landlord have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenants fail to vacate the rental unit by 1:00 p.m. Pacific Time, April 15, 2020.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the recorded settlement of the parties 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: February 25, 2020

Residential Tenancy Branch