



Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OLC, LRE, FFT, CNR, MNDCT, AAT, RR
MNRL-S**

Introduction

This hearing dealt with an application from both parties under the *Residential Tenancy Act* (“*Act*”) for relief as follows:

Landlords’ Application:

- A monetary award pursuant to section 67 of the *Act*.

Tenant’s Application:

- a cancellation of the landlords’ Notice to End Tenancy, pursuant to section 46 of the *Act*;
- a monetary award pursuant to section 67 of the *Act*;
- an Order directing the landlord to comply with the *Act*;
- an Order suspending or setting conditions on the landlord’s right to enter the rental unit;
- a reduction or rent for repairs, services or facilities agreed upon but not provided;
- and
- a return of the filing fee pursuant to section 72 of the *Act*.

Tenant M.L. and the landlords’ agents, R.D-P. and D.M. attended the hearing. Following opening remarks, the landlords explained the parties had reached an agreement prior to the hearing and were looking to formalize their arrangement.

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.

1. Both parties entered into a mutual agreement that this tenancy will end on November 25, 2020 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.

2. The landlords and tenant both agreed to withdraw the remainder of all aspects of their respective applications for dispute resolution presently before me.
3. The landlord agreed to waive all present and future monetary claims in relation to this specific tenancy with tenant M.L.
4. The tenant agreed to surrender her security deposit at the conclusion of the tenancy.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of each application before me.

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.

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 1:00 P.M. on November 25, 2020. The landlords are provided with this Order in the above terms and the tenant must be served with this Order in the event that they do not abide by condition #1 of the above settlement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to condition #4 of this agreement, the landlord may retain the tenant's security deposit.

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 20, 2020

Residential Tenancy Branch