



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Spice of Life  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, MND, FF

### Introduction

This hearing was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (Act). The landlord applied for:

- an order of possession of the rental unit pursuant to a One Month Notice to End Tenancy for Cause (Notice) issued to the tenants;
- compensation for alleged damage to the rental unit by the tenants; and
- recovery of the filing fee

The parties appeared and each submitted some of their respective positions.

Thereafter a mediated discussion occurred and the parties agreed to resolve their differences and that I would record their settlement.

### **Settled Agreement**

The landlord and the tenants, through their agent, 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. on December 5, 2020;
2. The tenants understand the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenants fail to vacate the rental unit by 1:00 p.m., December 5, 2020, the landlord may serve the order of possession on the tenants for enforcement purposes;
3. The tenants agree to pay the landlord the amount of \$100 as the pro-rated rent for December 1-5, 2020; and

4. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the landlord's application and that no finding is made on the merits of the said application for dispute resolution or the landlord's Notice.

### Conclusion

The landlord and the tenants 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 as agreed.

The landlord may keep \$100 from the tenants' security deposit if they fail to pay the landlord that amount for the pro-rated rent for December 1-5, 2020.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

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.

As the matters were settled, I do not award the landlord recovery of the filing fee.

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: November 13, 2020

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Residential Tenancy Branch