



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: FFL MNDL-S MNRL-S OPU

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- an Order of Possession for unpaid rent or utilities, pursuant to section 55;
- a monetary order for unpaid rent or utilities, pursuant to section 67;
- a monetary order for monetary loss or money owed pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

JF ('landlord') appeared and testified on behalf of the landlord in this hearing. CL ("tenants") appeared on behalf of the tenants in this hearing. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties were clearly informed of the RTB Rules of Procedure about behaviour including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11 which prohibits the recording of a dispute resolution hearing. Both parties confirmed that they understood.

The tenants confirmed receipt of the landlord's application for dispute resolution hearing and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the tenants duly served with the landlord's application and evidence. The tenants did not submit any written evidence for this hearing.

As the tenants confirmed receipt of the 10 Day Notice to End Tenancy dated October 6, 2021, I find that the tenants duly served with the 10 Day Notice dated October 6, 2021.

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.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time

1. Both parties entered into a mutual agreement that this tenancy will end on December 31, 2021 at 1 p.m., by which date the tenant(s) and any other occupants will have vacated the rental unit.
2. Both parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy, and not on the basis of the landlord's 10 Day Notice, dated October 6, 2021.
3. The tenants agreed to pay to the landlord the outstanding rent and utilities, which includes the remaining \$510.00 for November 2021 rent and \$126.23 in outstanding utilities as of the hearing date for a total monetary order of \$636.23.
4. The tenants agreed that the December 2021 rent is payable on or before December 1, 2021, as required by the tenancy agreement and the *Act*.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

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. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

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 December 31, 2021.

The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not abide by condition #1 of the above settlement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the landlord's favour in the amount of \$2,391.23. The landlord provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible in the event that the tenants do not abide by conditions #3 and #4 of the above

agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord's 10 Day Notice, dated October 6, 2021 is cancelled and is of no force or effect.

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 18, 2021

Residential Tenancy Branch