



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, CNC, CNR, FFT

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause dated August 29, 2021 ("One Month Notice"); for an Order to cancel the 10 Day Notice to End Tenancy for Unpaid Rent dated September 2, 2021 ("10 Day Notice"); for an Order for the Landlord to Comply with the Act or tenancy agreement; and to recover the \$100.00 cost of their Application filing fees.

The Tenants, A.S. and L.S., and two agents for the Landlord, A.L. and T.P. ("Agents"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it.

During the hearing the Tenants and the Agents were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

### Preliminary and Procedural Matters

The Tenants provided the Parties' email addresses in the Applications and they confirmed these addresses in the hearing. The Agent, T.P., also provided his email address in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree to mutually withdraw the One Month Notice to End Tenancy for Cause dated August 29, 2021.
2. The Parties agree to mutually withdraw the 10 Day Notice to End Tenancy for Unpaid Rent dated September 2, 2021.
3. The Tenants withdraw their Applications in full as part of this mutually agreed settlement.
4. The Parties agree that the tenancy ended on December 15, 2021, in accordance with the Act.
5. The Parties agree that the Landlord may now take possession of the rental unit, as the Tenants have completely moved out.
6. The Parties agree that anything the Tenants left behind in the residential property is now the property of the Landlord to do with as the Landlord deems fit.
7. The Parties acknowledge that the Tenants left a new washer and dryer in the residential property and that the Landlord may keep these appliances without any compensation to the Tenants.
8. The Tenants agree that the Landlord may keep the Tenants' security deposit.
9. The Landlord agrees that the Tenants owe the Landlord no rent or any other compensation related to this tenancy.
10. The Tenants agree that the Landlord does not owe them any compensation relating to this tenancy.
11. The Parties agree that they entered into this Agreement completely voluntarily.

This Settlement Agreement was reached in accordance with section 63 of the Act. These particulars comprise the full and final Settlement of all aspects of this dispute for both Parties. Both Parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement, and based on the above, I hereby Order that the One Month Notice to End Tenancy for Cause dated August 29, 2021 is cancelled and is of no force or effect. Further, I hereby Order that the 10 Day Notice to End Tenancy for Unpaid Rent dated September 2, 2021 is cancelled and is of no force or effect.

I Order the Parties to comply with their Settlement Agreement described above.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: December 23, 2021

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Residential Tenancy Branch