



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: OPR MNR MNSD FF
Tenant: CNR FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on January 28, 2022. Both parties applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the “Act”).

Both sides attended the hearing and provided testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties agreed to the withdrawal of their applications and the Notice to End Tenancy in pursuit of the following settlement agreement, so that the Tenant could have more time to move out.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant will move out of the rental unit by **February 10, 2022, at 1pm.**
- The Landlord cancels the 10 Day Notice, issued in September 2021.
- The Tenant agrees to pay the Landlord \$35,000.00 as full and final settlement of all monetary amounts sought on this application.
- The parties agree to perform a move-out inspection on February 10, 2022, at noon, unless the parties agree otherwise in writing.
- The security deposit will be dealt with in accordance with the Act.
- The Tenant agrees to return the Landlords' furniture/furnishings to their original locations prior to the end of the tenancy.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

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.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective February 10, 2022, at 1pm and after service on the tenant. The Landlord may serve and enforce this Order if the Tenant fails to move out as specified above.

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$35,000.00**. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of this agreement.

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: January 28, 2022