



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC, MNDCT, RP, LAT, DRI, FFT

Introduction

This hearing dealt with the Tenants' application under the *Residential Tenancy Act* (the "Act") for:

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent pursuant to section 46;
- an order that the Landlord comply with the Act, the regulations, or tenancy agreement pursuant to section 62;
- a Monetary Order for the Tenants' monetary loss or money owed by the Landlord pursuant to section 67;
- an order for the Landlord to make repairs to the rental unit pursuant to section 32;
- authorization to change the locks to the rental unit pursuant to section 70;
- disputing a rent increase above the amount allowable under the Act pursuant to section 41; and
- authorization to recover the filing fee for this application from the Landlord pursuant to section 72.

The Landlord and one of the Tenants, RV, attended this hearing.

Settlement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of the issues under dispute in this application:

1. The parties agree that as at the date of this hearing, the Tenants do not owe any arrears in rent or utilities to the Landlord, and the Tenants have not overpaid any rent or utilities to the Landlord warranting a retroactive rent reduction.
2. The parties mutually agree to end their tenancy on December 1, 2022. The Tenants and any other occupant will vacate the rental unit by 8:00 pm on December 1, 2022.
3. The Tenants will pay rent of \$2,650.00 to the Landlord for the month of October 2022, due on October 2, 2022.
4. The Tenants will receive a rent-free month for the period beginning on November 2, 2022 and ending on December 1, 2022. The Landlord agrees that the Tenants do not owe the Landlord rent or utilities for this period.
5. The parties will conduct a move-out inspection of the rental unit within 72 hours of the end of the tenancy.
6. The Tenants' security deposit and pet damage deposit will be dealt with in accordance with the Act.
7. The Landlord will provide a reference letter for the Tenants.

The parties gave verbal affirmation at the hearing that they understood and agreed to the above settlement as legal, final and binding, which settle the issues raised on this application.

The parties are reminded that their rights and responsibilities pursuant to the Act and the regulations continue for the duration of the tenancy, and either party may make a claim related to the tenancy within the applicable limitation periods.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties and as discussed at the hearing, I grant the Landlord an Order of Possession which orders that the Tenants provide vacant possession of the rental unit to the Landlord by 8:00 pm on December 1, 2022. This Order may be served upon the Tenants, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

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: September 15, 2022

Residential Tenancy Branch