



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's application: CNR-MT FFT
Landlord's application: MNRL MNDL MNDCL-S FFL

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied for more time to make an application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 3, 2022 (10 Day Notice), to dispute a 10 Day Notice, and to recover the cost of the filing fee. During the hearing the parties reached a mutual agreement to resolve this matter and to join a future hearing, the file number of which has been included on the cover page of this decision for ease of reference, which was originally scheduled to be heard on August 17, 2023 at 1:30 p.m. By consent of the parties, both files were heard together on this date, December 12, 2022 at 11:00 a.m.

The tenants and landlord attended the teleconference hearing. The parties were affirmed and provided affirmed testimony. The parties were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. The hearing process was explained to the parties and an opportunity to ask questions about the hearing process was provided to the parties. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Neither party raised any service issues. As a result, I find that both parties were sufficiently served in accordance with the Act.

Settlement Agreement

During the hearing, **the parties agreed to settle all matters related to this tenancy**, on the following conditions:

1. The parties agree to have both file numbers listed on the cover page of this decision to be heard together on this date, December 12, 2022 as a cross-application.
2. The parties agree that the tenancy ended by way of a 2 Month Notice to End Tenancy for Landlord's Use of Property (2 Month Notice).
3. The parties agree that the tenants surrender their \$650 security deposit and \$600 pet damage deposit to the landlord as part of this mutually settled agreement.
4. The parties agree that the tenants will pay the landlord an additional **\$300** to be by certified cheque and mailed to the landlord no later than **December 31, 2022**.
5. If the landlord does not receive payment related to 4 above, or the cheque received can not be cashed, the landlord is granted a monetary order in the amount of **\$300**. This monetary order will be of no force or effect if the tenant does successfully pay the landlord \$300 related to 4 above.
6. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Pursuant to section 67 of the Act, I grant the landlord a monetary order in the amount of **\$300**, which will be of no force or effect if the tenant pays the landlord in full as per 4 above, and the certified cheque is cashed by the landlord in full.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above. This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of all matters related to this tenancy.

The landlord is granted a monetary order in the amount of \$300. If the tenants do not pay the landlord \$300 by certified cheque as per 4 above, then the monetary order may be served on the tenants by the landlord and then it may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision will be emailed to both parties at the email addresses confirmed at the outset of the hearing.

The monetary order will be emailed to the landlord only for service on the tenants, if necessary.

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 12, 2022

Residential Tenancy Branch