

## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act
- cancellation of the Landlord's One Month Notice to End Tenancy for End of Employment (One Month Notice) under section 48 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

At the outset of the hearing the parties indicated their intention to settle their dispute.

### **Analysis**

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the Landlord's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. Both parties agreed that this tenancy will end on or before March 5<sup>th</sup>, 2024, by which time the Tenants agreed to have vacated the rental unit.
2. The Landlord agreed to return the Tenants' damage deposit and fob deposit when the Tenants' return their keys and fob.
3. The Landlords agree that the Tenants will not be liable to pay rent or the parking fee in respect of any portion of March 2024.
4. Both parties agreed that these particulars comprise the full settlement of all aspects of the Landlord's current application for dispute resolution.

## Conclusion

In order to give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord effective **on March 5<sup>th</sup>, 2024, after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Landlord agrees to return the Tenants' damage and fob deposits when the Tenants return the keys and fob. The Landlord further agrees that the Tenants will not be liable to pay either rent or a parking fee in respect of March 2024.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: February 26, 2024

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Residential Tenancy Branch