



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes For the Tenant: CNR
 For the Landlord: OPR, FF

Introduction

This hearing was convened as the result of the cross applications of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The Tenant applied for an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the Landlord.

The Landlord applied for an order of possession of the rental unit pursuant to the 10 Day Notice served to the Tenant and recovery of the filing fee.

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Following testimony on the matters, a mediated discussion was held, in which the parties agreed to a resolution of the dispute.

MUTUAL AGREEMENT

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 a mutual agreement to settle this dispute.

As the parties resolved matters by agreement, I make no findings of fact or law with respect to the Tenant's application or the merits of the Landlord's Notice.

Both parties agreed to the following terms of a final and binding resolution of both parties' applications and the issues in dispute 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 by 1:00 pm on April 30, 2025, by which time the Tenant agreed to have vacated the rental unit.
2. The parties understood that the Landlord will be issued an order of possession (Order) for the rental unit, based upon the mutual agreement, effective no earlier than 1:00 pm, on April 30, 2025.
3. The Order issued to the Landlord is cancelled and of no force or effect if the Tenant vacates by April 30, 2025, at 1:00 pm.
4. The Tenant may vacate earlier than April 30, 2025, if they find alternate housing by giving the Landlord sufficient notice to vacate.
5. The Landlord agrees that the Tenant will have three (3) months of free rent of \$735, each, between November 2024 and April 2025, or the equivalent in a payment by the Landlord to the Tenant.

I order the parties to comply with the terms of this mutual agreement.

This mutual agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this mutual agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

As the tenancy is ending and the parties resolved the issues by Mutual Agreement, I make no findings of fact or law regarding the Tenant's application, the Landlord's application, or the Landlord's Notice.

As I have made no findings of fact or law with respect to the parties' applications or the Landlord's Notice, I do not award the Landlord recovery of the filing fee.

This decision containing the parties' mutual agreement 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: October 08, 2024

Residential Tenancy Branch