



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPM

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on December 10, 2018. The Landlord applied for an Order of Possession based on a Mutual Agreement to End a Tenancy dated September 29, 2018.

Legal Counsel for the Landlord appeared at the hearing with the Property Manager and Witness. The Tenants appeared at the hearing with the Advocate and Witness. Both witnesses exited the conference call at the outset.

The parties confirmed the rental unit address and I amended the Application to reflect the correct address. This is also noted on the first page of this decision.

Both parties agreed that Tenant F.K. should be added to the Application as a Tenant and the Application has been amended accordingly. This is reflected in the style of cause.

Legal Counsel for the Landlord advised at the outset that the parties had come to an agreement in relation to this matter and wanted to come to a settlement agreement at the hearing. I therefore explained the settlement option to the parties pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession and Monetary Order. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me. Specifically, the Tenants both indicated they had heard the terms of the agreement

and discussion in relation to settlement, understood what had been discussed and were agreeable to the settlement agreement.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The tenancy will end and the Tenants will vacate the rental unit no later than 6:00 p.m. on February 28, 2019.
2. The Tenants are not required to pay rent for February of 2019.
3. Upon the Tenants vacating the rental unit, the Landlord will pay the Tenants \$3,500.00.
4. Any Mutual Agreement to End a Tenancy previously signed by the parties is cancelled and is of no force or effect.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is granted an Order of Possession for the rental unit which is effective at 6:00 p.m. on February 28, 2019. If the Tenants fail to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenants with this Order. If the Tenants fail to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

The Tenants are issued a monetary order for \$3,500.00. If the Landlord fails to pay the Tenants in accordance with the agreement set out above, this Order must be served on the Landlord. If the Landlord does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: January 21, 2019

Residential Tenancy Branch