



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CN, FF

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to speak with one another. The female tenant confirmed that the landlord's representative handed her the 10 Day Notice on June 21, 2013. The landlord confirmed that he received a copy of the tenants' dispute resolution hearing package sent by the tenants by registered mail on June 24, 2013. I am satisfied that the parties served one another with the above documents and their written evidence packages in accordance with the *Act*.

### Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

This three-year fixed tenancy commenced on April 1, 2013. Monthly rent is set at \$1,500.00, payable in advance on the first of each month, plus heat and hydro. The landlord continues to hold the tenants' \$750.00 security deposit and \$750.00 pet damage deposit, paid on or about March 25, 2013.

The landlord issued the 10 Day Notice for unpaid rent of \$1,500.00 for June 2013. Both parties agreed that the tenants have not paid their June or July 2013 rent.

### Analysis

Pursuant to section 63 of the *Act*, the 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.

Both parties agreed to resolve the tenants' application and all issues in dispute arising out of this tenancy under the following terms"

1. The tenants agreed to hand a certified cheque in the amount of \$4,500.00 (an amount that includes unpaid rent for June and July 2013 and August 2013) to the landlord's agent, EO, by 7:00 p.m. on August 2, 2013.
2. Both parties agreed that if the tenants do not abide by the monetary terms of this settlement agreement as outlined above that this tenancy ends by 1:00 p.m. on August 4, 2013, by which time the tenants will have vacated the rental unit.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently under dispute arising out of this tenancy.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenants do not comply with the monetary terms of their agreement **and** fail to vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not vacate the premises in accordance with their agreement. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$4,500.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenants do not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: July 25, 2013

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Residential Tenancy Branch

