



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened as a result of the tenants' application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenants applied to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice").

The tenants and an agent for the landlord (the "agent") attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The agent confirmed receiving the evidence package from the tenants prior to the hearing and that the landlord had the opportunity to review the evidence prior to the hearing. The agent confirmed that the landlord did not submit evidence in response to the tenants' application. I find the landlord was served in accordance with the *Act*.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties mutually agree to withdraw the 1 Month Notice dated July 29, 2013 and agree that the tenancy will continue until ended in accordance with the *Act* with monthly rent being due on the first day of each month in the amount of \$1,297.50.
2. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$3,542.50**, comprised of rent owing to date, and the parties agree to meet at the rental unit on **September 24, 2013 at 6:00 p.m.** to determine if the work completed by the tenants is to the satisfaction of the landlord or the landlord's agent and that once deemed completed satisfactorily by the landlord or the landlord's agent, that work will have a value towards unpaid rent of

\$1,905.16, and of which the tenants agree to apply the entire \$1,905.16 value of that work towards the total amount owing of \$3,542.50.

3. The tenants agree to correct any deficiencies in the work described in #2 to the satisfaction of the landlord or the landlord's agent **on or before October 1, 2013.**
4. The tenants agree to pay all future rent payments by Interac e-mail money transfer to the landlord **on or before** the first day of each month. The e-mail address of the landlord's agent was provided during the hearing and confirmed by both parties.
5. The parties acknowledge that should the tenants fail to pay rent on or before the first day of each month, the landlord will issue a 10 Day Notice for Unpaid Rent or Utilities under the *Act*.
6. The parties agree that the tenants will pay **\$1,637.34**, comprised of \$3,542.50 less the value of work completed once deemed satisfactorily completed by the landlord or the landlord's agent of \$1,905.16 in three payments as follows;
Payment 1 of \$200.00 on September 26, 2013, Payment 2 of \$718.67 on October 16, 2013, and Payment 3 of \$718.67 on November 13, 2013.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their settled agreement.

I grant the landlord a monetary order in the amount of \$3,542.50. If the tenants fail to make any payments described above and the landlord determines that the monetary order should be enforced, the landlord must serve the monetary order on the tenants and the monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The tenancy will continue until ended in accordance with the *Act*.

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: September 19, 2013

Residential Tenancy Branch

