



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DAVID BURR LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNR, FF

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 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 11, 2016 (the "10 Day Notice"), and to recover the cost of the filing fee.

The tenants and the landlord's agent attended the teleconference 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 parties indicated they were satisfied to proceed with the documentary evidence available at the time of the hearing.

Settlement Agreement

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The Tenants agree to withdraw their application in full;
2. The Tenants agree to pay \$862.50 to the Landlord as follows:
 - a. The Tenants will pay the Landlord \$62.50 no later than April 15, 2016,
 - b. Commencing May 1, 2016, and on the first day of each month thereafter until and including September 1, 2016, the Tenants will pay the Landlord \$160.00; and
3. The Landlord agrees to withdraw the 10 Day Notice.

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

Conclusion

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

The Landlord has been granted a monetary order in the amount of \$862.50, which will be of no force or effect if the amount owing is paid as described above. If the Tenants do not pay the amount as described above, this Order must be served on the Tenants by the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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: April 06, 2016

Residential Tenancy Branch