



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT CNR CNC O FF

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenants on August 5, 2016 and amended on August 10, 2016. The Tenants filed seeking the following Orders: to all the Tenants more time to file their application for Dispute Resolution; to cancel a 10 Day Notice to end tenancy for unpaid rent; to cancel a 1 Month Notice to end tenancy for cause; for other reasons; and to recover the cost of their filing fee.

The hearing was conducted via teleconference and was attended by the Landlord; the Landlord's legal counsel (Counsel); and the female the Tenant. The Tenant provided affirmed testimony that she would be representing both applicant tenants. Therefore, for the remainder of this decision, terms or references to the Tenants importing the singular shall include the plural and vice versa, except where the context indicates otherwise.

I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

Both parties confirmed the Tenants were renting a self-contained basement suite and not the entire house. Accordingly, I amended the style of cause on the front page of this Decision to represent the rental unit as being the basement at the subject address, pursuant to section 64(3)(c) of the Act.

Both parties were provided with the opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions.

Issue(s) to be Decided

Have the parties agreed to settle these matters?
If so, what are the terms of that settlement?

Background and Evidence

The Tenants first occupied the rental unit in March 2013 based on a verbal tenancy agreement. On July 1, 2014 the Tenants and Landlord entered into a written month to month tenancy that began as of July 1, 2014. As per that written agreement rent of \$1,000.00 was payable on or before the first of each month and on June 25, 2014 the Tenants had paid \$500.00 as the security deposit. The monthly rent was subsequently increased to \$1,050.00 per month.

During the course of this proceeding the parties agreed to settle these matters.

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 and achieved a resolution of their dispute on the following terms:

- 1) The Tenant agreed to withdraw their application for Dispute Resolution;
- 2) The Landlord agreed to withdraw the 10 Day Notice issued August 4, 2016 and the 1 Month Notice issued August 17, 2016;
- 3) The Tenant agreed to pay **\$3,250.00** to the Landlord no later than 6:00 p.m. on September 26, 2016 as full payment of the July, August, and September 2016 rents owed;
- 4) The Tenant agreed to pay their \$1,050.00 November 2016 rent in full and no later than November 1, 2016;
- 5) The Tenant confirmed that if they failed to pay their rent to the Landlord in accordance with this agreement, as listed above, the Landlord would be able to enforce the enclosed **Conditional Order of Possession effective two (2) days** after service upon the Tenants;
- 6) The parties mutually agreed to end this tenancy effective **November 30, 2016 at 1:00 p.m.** at which time the Tenants will return possession of the rental unit to the Landlord vacant, clean, and undamaged;
- 7) If the Tenants are able to secure a new residence prior to November 30, 2016 the Landlord agreed to accept short notice to end this tenancy;
- 8) Each person acknowledged their understanding that this settled Decision resolves the matters contained in the Tenant's application and that no finding is made on the merits of the said application for dispute resolution; and
- 9) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

The parties agreed to settle these matters; therefore, I declined to award recovery of the filing fee.

In support of the aforementioned settlement agreement the Landlord has been issued two Orders of Possession as follows: (1) Conditional Order of Possession effective two

days after service upon the Tenants; and (2) Order of Possession effective November 30, 2016 at 1:00 p.m.; and a **\$3,250.00** Monetary Order for the past due rent, pursuant to section 63 of the *Act*.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act and the Landlord has been issued Orders of Possession and a Monetary Order.

This decision is final, legally binding, 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 28, 2016

Residential Tenancy Branch