



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPL, OPC, FF; CNC, CNR, FF

Introduction

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

- an order of possession for landlords' use of property and for cause, pursuant to section 55; and
- authorization to recover the filing fee for their application, pursuant to section 72.

This hearing also dealt with the tenants' application pursuant to the *Act* for:

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated February 2, 2017 ("1 Month Notice"), pursuant to section 47;
- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated February 2, 2017 ("10 Day Notice"), pursuant to section 46; and
- authorization to recover the filing fee for their application, pursuant to section 72.

"Tenant ST" did not attend this hearing, which lasted approximately 29 minutes. Tenant WB ("tenant"), the landlord and the landlords' agent, attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that his agent had authority to speak on his behalf at this hearing.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the landlords' application on March 21, 2017 at 9:00 a.m. The tenant confirmed that he received the landlords' application for that matter. Both parties agreed to settle the landlords' application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

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 and an order. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on August 31, 2017, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlords agreed that their 2 Month Notice to End Tenancy for Landlord's Use of Property dated January 18, 2017 ("2 Month Notice"), 1 Month Notice dated February 2, 2017 and 10 Day Notice dated February 2, 2017, are all cancelled and of no force or effect.
3. The landlords agreed to purchase tenants' liability and contents insurance on behalf of the tenants for the rental unit effective on March 8, 2017 for the remainder of this tenancy ending on August 31, 2017;
 - a. The tenants agreed to reimburse 50% of the cost of the above insurance to the landlords by April 3, 2017;
 - b. The landlords agreed to bear the cost of the remaining 50% of the above insurance;
4. Both parties agreed that the tenants are entitled to pay rent to the landlords on the third day of each month beginning on April 3, 2017 and for the remainder of this tenancy until August 31, 2017;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlords' application scheduled for a future hearing at 9:00 a.m. on March 21, 2017, arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. Both parties confirmed that they would not be attending the future hearing which is hereby cancelled by way of this settlement;
6. Both parties agreed to bear the cost of the \$100.00 filing fees paid for their applications;
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to

the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlords **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 31, 2017. The landlords are provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 31, 2017. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlords' application, scheduled for a future hearing on March 21, 2017 at 9:00 a.m., is settled by way of this agreement and neither party is required to attend the future hearing. The landlords must bear the cost of the filing fee for that application.

The tenants must bear the cost of the filing fee for their application at this hearing.

The landlords' 2 Month Notice dated January 18, 2017, 1 Month Notice dated February 2, 2017 and 10 Day Notice dated February 2, 2017, are all cancelled and of no force or effect.

I order the tenants to reimburse the landlords for 50% of the cost of the tenants' liability and contents insurance for the rental unit, by April 3, 2017.

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: March 09, 2017

Residential Tenancy Branch