



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, OLC

Introduction

This hearing was convened in response to applications by the tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The tenants requested:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) pursuant to section 46 of the *Act*;
- cancellation of the landlord’s 1 Month Notice to End Tenancy for Cause (1 Month Notice) pursuant to section 47 of the *Act*; and
- an Order to have the landlords comply with section 62 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenants’ dispute resolution and evidence package. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the Application and evidence package.

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, 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. The landlord agreed to withdraw the 10 Day Notice of February 6, 2017.
2. The landlord agreed to withdraw the 1 Month Notice issued on February 16, 2017.
3. The tenants agreed to pay the landlord \$650.00 by March 31, 2017.

4. The landlord agreed that the above payment satisfies the outstanding rent for February 2017.
5. Both parties agreed that failure to make the payment outlined above in point 3 will lead to the issuance of an Order of Possession.
6. Both parties agreed that this tenancy will continue as per the Act until May 31, 2017 when it will end, and by which time the tenants will have vacated the rental unit.
7. The landlord agreed to accept all future payments by way of bank Money Order.
8. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the landlord's favour in the amount of \$650.00, to be used only in the event that the tenants do not abide by the terms of Condition # 3 of their settlement agreement by March 31, 2017. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord's 10 Day Notice is cancelled.

The landlord's 1 Month Notice to End Tenancy is cancelled.

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 13, 2017

Residential Tenancy Branch