



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, CNC, CNE, FF

### Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause and for End of Employment, dated February 19, 2017 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord and the two tenants 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's fifteen-year-old son attended the hearing but did not participate. This hearing lasted approximately 57 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application.

I notified both parties that I could not consider the landlord's written evidence package at this hearing because the landlord could not confirm the exact date of service and the tenants did not receive the evidence. In any event, this matter settled between the parties.

### 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 July 31, 2017, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlord's 1 Month Notice, dated February 19, 2017, is cancelled and of no force or effect;
3. Both parties agreed that the tenants did not pay any additional rent increase above \$575.00 per month to the landlord during this tenancy;
4. The landlord agreed that the monthly rent of \$575.00 will remain the same for the tenants at this rental unit during this tenancy until July 31, 2017;
5. The landlord agreed to pay the tenants \$100.00 for the cost of the filing fee for this application, by way of reducing the tenants' rent for April 2017 by \$100.00;
  - a. The tenants are only required to pay the landlord \$475.00 for rent on April 1, 2017 to account for the \$100.00 filing fee deduction noted above;
6. Both parties agreed to abide by section 32 of the *Act* for the remainder of this tenancy;
7. The tenants agreed to report any repair issues to the landlord and the landlord agreed, at her own cost, to inspect and repair these issues as soon as possible, for the remainder of this tenancy;
8. The landlord agreed that the tenants are entitled to receive continuous heat and electricity at the rental unit included in their monthly rent and the landlord agreed not to disconnect any of these services to the tenants, for the remainder of this tenancy;
9. The tenants agreed not to park in the landlord's driveway at the rental property effectively immediately and for the remainder of this tenancy;
10. The tenants agreed to use the blue recycling bin, the green compost bin, and the black garbage bin only for those specific purposes at the rental unit for the remainder of this tenancy;
11. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application.

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, 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 landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises

by 1:00 p.m. on July 31, 2017. The landlord is 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 July 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 landlord's 1 Month Notice, dated February 19, 2017, is cancelled and of no force or effect.

I order the tenants to deduct \$100.00 from their April 2017 monthly rent payable to the landlord for this rental unit and this tenancy, in full satisfaction of the monetary award for the filing fee.

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 20, 2017

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Residential Tenancy Branch