



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, 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, dated February 23, 2017 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for this application, pursuant to section 72.

One of two tenants, tenant GA ("male tenant"), did not attend this hearing. The other female tenant LH ("tenant") as well as the landlord, the landlord's English language translator and the landlord's two agents 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 tenant confirmed that she had authority to speak on behalf of the male tenant as an agent at this hearing (collectively "tenants"). The landlord confirmed that her two agents had permission to speak on her behalf at this hearing and that her translator had authority to assist her at this hearing. The landlords intended to call three witnesses to testify at this hearing but they did not appear because the parties settled this application between themselves.

This hearing lasted approximately 44 minutes in order to allow both parties to negotiate a full settlement of this application and to allow the tenant extra time in order to decide whether she wanted to settle this matter.

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.

During the hearing, the tenant confirmed that the tenants had not applied for a monetary order in their application. She confirmed that the tenants did not check off the appropriate box or indicate a monetary amount on the application form. She confirmed that she sent in a monetary order worksheet as evidence, which I did not receive at the

Residential Tenancy Branch. I notified the tenant that as the tenants did not apply for a monetary order or indicate an amount on their application, I could not deal with any monetary claim at this hearing. I informed her that the tenants would be required to file a new application for dispute resolution and pay a new filing fee in order to pursue a monetary order against the landlord.

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 5:00 p.m. on May 20, 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 23, 2017, is cancelled and of no force or effect;
3. The landlord agreed to pay the tenants \$75.00 towards the \$100.00 application filing fee by way of reducing the tenants' monthly rent due by April 1, 2017 by \$75.00;
4. The tenants agreed to bear the cost of \$25.00 of the \$100.00 filing fee;
5. 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.

The tenant was given additional time during the hearing in order to decide whether she wanted to settle this matter. I repeatedly informed the tenant that settlement was a voluntary process and that she should not feel forced or pressured to settle. I notified the tenant that I could make a decision about the matter if she wished to have a full hearing, rather than a settlement. The tenant repeatedly affirmed that she wanted to

settle this matter and that she did not feel forced or pressured to do so. On that basis, I recorded the above settlement between the parties and issued the order of possession.

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 5:00 p.m. on May 20, 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 5:00 p.m. on May 20, 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 23, 2017, is cancelled and of no force or effect.

I order the tenants to deduct \$75.00 from their total monthly rent payable to the landlord by April 1, 2017, for this tenancy.

The tenants must bear the cost of \$25.00 of the application 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 29, 2017

Residential Tenancy Branch