



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated June 8, 2017 ("10 Day Notice"), pursuant to section 46.

The landlord and his agent, DE (collectively "landlord") and the female tenant ("tenant") 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 agent confirmed that she was the landlord's property manager. The landlord confirmed that his agent had authority to speak on his behalf at this hearing. The tenant confirmed that she had permission to speak on behalf of the male tenant, as an agent at this hearing. This hearing lasted approximately 16 minutes in order to allow both parties to fully negotiate a settlement of this claim.

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

The tenant confirmed receipt of the landlord's 10 Day Notice. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 10 Day Notice.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to correct the spelling of the landlord's first and middle names, as the tenants combined both names in their application. The landlord confirmed the correct names during the hearing and I find no prejudice to either party in making this amendment.

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 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. The landlord agreed that his 10 Day Notice, dated June 8, 2017, is cancelled and of no force or effect;
3. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

The landlord confirmed that he would file a future application for dispute resolution in order to obtain a monetary order for June and July 2017 unpaid rent and to retain the security deposit. The parties were unable to settle this matter at the hearing.

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 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 10 Day Notice, dated June 8, 2017, is cancelled and of no force or effect.
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: July 07, 2017

Residential Tenancy Branch