



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MONTELLO HOLDINGS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OLC, MNSD, SS, O

### 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 August 11, 2017 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- authorization to obtain a return of the security deposit, pursuant to section 38;
- authorization to serve documents or evidence in a different way than required by the *Act*, pursuant to section 71; and
- other unspecified remedies.

The landlord's agent ("landlord") and the two tenants and their advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing lasted approximately 47 minutes in order to allow both parties to negotiate a full settlement of this application. The hearing began at 9:30 a.m. with me, the two tenants and their advocate present. The landlord called in late at 9:33 a.m. I informed the landlord about what occurred in her absence. The hearing ended at 10:17 a.m.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application and both tenants were duly served with the landlord's written evidence package.

The tenants provided a copy of the 1 Month Notice for this hearing. The effective move-out date on the notice is September 30, 2017. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 1 Month Notice.

### 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 orders. 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 4:00 p.m. on January 31, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that the landlord's 1 Month Notice, dated August 11, 2017, was cancelled and of no force or effect;
3. The tenants agreed to pay the landlord \$650.00 for November 2017 rent by November 3, 2017 by way of a cheque;
4. The landlord agreed, at its own cost, to put a plastic cover over the hole in the bathroom ceiling of the rental unit, by November 4, 2017;
5. The tenant agreed that no other orders were required in their application;
6. 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 tenants and any other occupants fail to vacate the rental premises by 4:00 p.m. on January 31, 2018. The tenants must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 4:00 p.m. on January 31, 2018. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenants fail to pay the landlord \$650.00 as per condition #3 of the above agreement. The tenants must be served with a copy of this Order. 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 1 Month Notice, dated August 11, 2017, is cancelled and of no force or effect.

The tenants' security deposit is to be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

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: November 06, 2017

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Residential Tenancy Branch