



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            CNR, FF, RR

### Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenants under the *Residential Tenancy Act* (the “Act”), seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”), recovery of the filing fee, and a rent reduction for repairs, services, or facilities agreed upon but not provided.

The hearing was convened by telephone conference call and was attended by the Tenants, the Landlord, and the agent for the Landlord (the “Agent”). All parties provided affirmed testimony and attended the hearing as scheduled, prepared to proceed. Neither party raised any concerns regarding the service of documentary evidence.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the Tenants owe \$315.00 to the Landlord in relation to the 10 Day Notice dated September 6, 2017;
2. The Landlord agrees that the 10 Day Notice will be withdrawn and the tenancy will continue if the Tenants pay the Landlord \$315.00 on or before November 22, 2017, at 4:00 pm;
3. The Tenants agree that if they do not comply with the above noted payment schedule, the tenancy will end and they will be required to vacate the rental unit by 4:00 pm on November 30, 2017; and
4. The Tenants withdraw their Application in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

### Conclusion



I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a conditional Order of Possession, effective at **4:30 pm on November 30, 2017, after service of this order on the Tenants**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of the payment schedule set out in the mutual settlement agreement. Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

In support of the settlement described above, and with the agreement of the parties, I also grant the Landlord a conditional Monetary Order in the amount of **\$315.00**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of the payment schedule set out in the mutual settlement agreement. 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.

At the request of the Landlord, copies of the decision and orders will be sent to them at the e-mail address provided in the hearing. At the request of the Tenants, a copy of the decision will be available for them to pick-up at the Kelowna office.

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 8, 2017

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Residential Tenancy Branch