



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, CNC, FF

### Introduction

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

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated October 19, 2017 ("10 Day Notice"), pursuant to section 46; and
- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated October 27, 2017 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The two landlords (male and female), the landlords' agent, and the 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. This hearing lasted approximately 36 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlords' agent confirmed that she had authority to speak on behalf of both landlords, who are her parents, at this hearing. The landlords' agent spoke on behalf of both landlords for most of the hearing. Only the female landlord provided limited testimony at this hearing, the male landlord did not speak.

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

### Settlement Terms

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 1:00 p.m. on February 28, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
2. The tenant agreed to pay the landlords a total of \$1,100.00 according to the following terms:
  - a. \$550.00 to be paid by December 31, 2017;
  - b. \$550.00 to be paid by January 31, 2018;
  - c. The landlords agreed to accept the above \$1,100.00 amount for all unpaid rent owing from the beginning of this tenancy until December 31, 2017;
  - d. The landlords agreed to accept the above \$1,100.00 amount in lieu of the \$1,983.00 owed by the tenant for rent and not to pursue the tenant for any future claims related to the \$1,983.00 amount;
3. Both parties agreed that the tenant is still required to pay rent of \$1,634.00 on the first day of each month, for the remainder of this tenancy;
4. The landlords agreed that their 10 Day Notice, dated October 19, 2017, and their 1 Month Notice, dated October 27, 2017, were both cancelled and of no force or effect;
5. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

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 landlords' agent confirmed that she agreed and understood that this settlement was binding upon both landlords and that she had the authority to make this agreement on their behalf. She affirmed that both landlords understood and were agreeable to all settlement terms in this agreement.

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 landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 28, 2018. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 28, 2018. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlords' 10 Day Notice, dated October 19, 2017, and 1 Month Notice, dated October 27, 2017, are both cancelled and of no force or effect.

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 landlords' favour in the amount of \$1,100.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant fails to pay the landlords \$1,100.00 as per conditions #2(a) and (b) of the above agreement. The tenant must be served with a copy of this Order. Should the tenant 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.

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: December 12, 2017

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Residential Tenancy Branch