



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, LRE, RP

Introduction

On November 6, 2017, the Tenants made an Application for Dispute Resolution to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated February 10, 2017. The Tenants also applied for a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement; to restrict the Landlords right of entry; and for the Landlord to make repairs to the unit.

The matter was set for a conference call hearing. The Tenant and Landlord attended the teleconference hearing.

At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenants applied for dispute resolution after receiving a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. An Arbitrator has the discretion to dismiss unrelated claims with or without leave to reapply. I find that the primary issue to determine is whether or not the tenancy is ending due to fundamental breach of the tenancy agreement. I dismiss the Tenant's other claims with leave to reapply.

Issues to be Decided

- Should the 10 Day Notice dated November 2, 2017, be cancelled?
- Is the Landlord entitled to an order of possession?

Background and Evidence

The parties testified that the tenancy began on May 1, 2017, as a month to month tenancy. Rent in the amount of \$1,400.00 is to be paid to the Landlord by the first day of each month.

The Landlord testified that the Tenants failed to pay the rent when it was due under the tenancy agreement.

The Landlord testified that he served the Tenants a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities in the amount of \$3,920.00 dated November 2, 2017. The Landlord requests an order of possession for the rental unit.

The Tenant disputed the Notice on November 6, 2017 within the required timeline.

In response, the Tenant testified that she owes rent but not the entire amount that the Landlord is claiming. The Tenant testified that she wants to move out of the rental unit.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy will end on **February 28, 2018, at 1:00 p.m.**
2. The parties agree that the Tenants will pay \$1,400.00 towards unpaid rent by January 29, 2018.
3. The parties agree that the Tenants will pay an additional \$1,400.00 towards unpaid rent by February 1, 2018.
4. The parties agree that the Landlord is granted a conditional order of possession effective two (2) days after service on the Tenants. The parties agree that the Landlords will not enforce the Order of Possession until February 28, 2018, unless the Tenants fail to pay the rent payments as specified in this settlement agreement.
5. The Landlord withdraws the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 2, 2017, in full as part of this mutually settled agreement.
6. The Tenants withdraw their Application to dispute the 10 Day Notice as part of this mutually settled agreement.
7. The Tenants have leave to make application for the issues that were dismissed with leave to reapply.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to consider their evidence and make a decision.

Conclusion

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

The Landlords have been granted a conditional order of possession effective two (2) days after service on the Tenants. This order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 25, 2018

Residential Tenancy Branch