



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            CNC, FF

### Introduction

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

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated November 2, 2017 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The male landlord did not attend this hearing, which lasted approximately 44 minutes. The female landlord ("landlord"), 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.

The landlords' agent confirmed that she had authority to speak on behalf of both landlords, who are her parents, at this hearing. The landlord confirmed that she had permission to speak on behalf of the male landlord, as an agent at this hearing (collectively "landlords").

The landlord and her agent confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlords' video but not 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' video. I do not find it necessary to record findings regarding service of the landlords' written evidence package to the tenant or the landlords' video to the Residential Tenancy Branch. Both parties agreed to settle this matter between them, without reference to this evidence.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the spelling of the male landlord's surname. The landlord and her agent consented to this amendment during the hearing.

### 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 9, 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 \$200.00 by January 26, 2018, by way of e-transfer, according to the following terms:
  - a. During the hearing, the landlord provided her correct email address to the tenant to facilitate the above e-transfer payment;
  - b. The landlords agreed to accept the above \$200.00 amount for all unpaid rent, additional occupants costs, and additional utility charges owing for this entire tenancy, until February 9, 2018;
3. The landlords agreed that their 1 Month Notice, dated November 2, 2017, is cancelled and of no force or effect;
4. The landlords agreed that the tenant is permitted to have his mother reside at the rental unit from February 7 to 9, 2018 without any additional costs to be paid to the landlords for rent, utilities, additional occupants or otherwise;
5. Both parties agreed that the tenant's security deposit of \$500.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
6. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. 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.

### 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 9, 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 9, 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' 1 Month Notice, dated November 2, 2017, is 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 \$200.00. 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 \$200.00 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.

The tenant's security deposit of \$500.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

The tenant must bear the cost of the \$100.00 filing fee paid for this application.

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: January 26, 2018

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Residential Tenancy Branch