



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEMARCO MANOR
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF; MT, CNR, FF

Introduction

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

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67; and
- authorization to recover the filing fee for their application, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- more time to make an application to cancel the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated December 12, 2017 ("10 Day Notice"), pursuant to section 66;
- cancellation of the landlords' 10 Day Notice, pursuant to section 46; and
- authorization to recover the filing fee for her application, pursuant to section 72.

The individual landlord ("landlord"), the tenant, and the tenant's agent 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 tenant's agent confirmed that she had permission to speak on the tenant's behalf as the tenant was unable to speak so she did not testify at this hearing. The landlord confirmed that he was the property manager for the landlord company named in this application and that he had permission to speak on its behalf at this hearing (collectively "landlords").

At the outset of the hearing, both parties confirmed that they had reached a settlement agreement prior to the hearing and that they wanted me to record the terms in this decision.

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 their dispute:

1. The landlord agreed that the landlords' 10 Day Notice, dated December 12, 2017, is cancelled and of no force or effect;
2. Both parties agreed that this tenancy is continuing until it is ended in accordance with the *Act*;
3. The landlord agreed that the tenant's rent for this rental unit and this tenancy is paid in full until February 28, 2018;
4. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for their applications;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of their applications 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

The landlords' 10 Day Notice, dated December 12, 2017, is cancelled and of no force or effect.

This tenancy continues until it is ended in accordance with the *Act*.

Both parties must bear the cost of the \$100.00 filing fees paid for their applications.

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: February 26, 2018

Residential Tenancy Branch