



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE SOUTH COUNTRY REAL ESTATE SERVICES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, MT, RR, OLC

### Introduction

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

- cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to section 46;
- more time to cancel a notice, pursuant to section 66;
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62; and
- an Order to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

Both parties attended and were each given a full opportunity to be heard, to present their affirmed testimony, to make submissions and to call witnesses.

The tenant testified that the landlord was served the notice of dispute resolution package in person on July 16, 2018. The landlord confirmed receipt of the notice of dispute resolution package on July 16, 2018. I find that the landlord was served with this package on July 16, 2018, in accordance with section 89 of the *Act*.

### Issue(s) to be Decided

1. Are the tenants entitled to cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to section 46 of the *Act*?
2. Are the tenants entitled to more time to cancel a notice, pursuant to section 66 of the *Act*?
3. Are the tenants entitled to an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62 of the *Act*?

4. Are the tenants entitled to an Order to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65 of the *Act*?

### Analysis

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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, 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:

1. The tenants agree to pay the landlord the sum of \$675.00 by September 30, 2018.
2. The tenants authorize the landlord to retain the tenants' security deposit in the amount of \$675.00.
3. The tenants agree to vacate the rental property by 1:00 p.m. on September 30, 2018.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Monetary Order in the amount of \$675.00 to be used by the landlord **only** if the tenants do not abide by the terms of the settlement agreement.

Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Small Claims Court of British Columbia.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective September 30, 2018 at 1:00 p.m. to be used by the landlord **only** if the tenants do not abide by the terms of the settlement agreement.

Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: September 07, 2018

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Residential Tenancy Branch