



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DUTTONS & CO. REAL ESTATE LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 47.

"Tenant PS" did not attend this hearing, which lasted approximately 19 minutes. The landlord's agent ZS ("landlord") and tenant SS ("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. "Landlord CH" also attended the hearing but did not testify on behalf of the landlord. The landlord confirmed that she was the senior property manager and that she had permission to speak on behalf of the landlord company named in this application, as an agent. The tenant confirmed that he had permission to speak on behalf of tenant PS, as an agent at this hearing (collectively "tenants").

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application and both tenants were duly served with the landlord's written evidence package. I had not received the landlord's written evidence package but I was not required to consider it because both parties settled this application.

### 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 tenants agreed to pay the landlord full monthly rent by the first day of each month for the remainder of this tenancy;
2. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenants abide by condition #1 above. In that event, all of the landlord's notices to end tenancy, issued to the tenants to date, are cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a fourteen (14) day Order of Possession, which expires on October 5, 2019, if the tenants do not abide by condition #1 above;
4. The landlord agreed that the tenants do not owe any outstanding rent to the landlord, to date, for this tenancy;
5. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of this dispute. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles their dispute.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached fourteen (14) day Order of Possession to be used by the landlord **only** if the tenant(s) do not abide by condition #1 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on October 5, 2019** and it cannot be served upon the tenant(s) after **October 5, 2019**. The tenant(s) must be served with this Order in the event that the tenant(s) do not abide by condition #1 of the above settlement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant(s) abide by condition #1 of the above settlement, I find that all of the landlord's notices to end tenancy issued to date, are cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

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: October 05, 2018

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Residential Tenancy Branch