



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, OLC, ERP, FFT

Introduction

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

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated November 2, 2018 ("10 Day Notice"), pursuant to section 46;
- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated November 2, 2018 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlords to make emergency repairs to the rental unit, pursuant to section 33;
- authorization to recover the filing fee for this application, pursuant to section 72.

"Landlord MR" did not attend this hearing, which lasted approximately 41 minutes. Landlord SR ("landlord"), the landlords' lawyer and the two tenants 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 landlord confirmed that he had permission to represent landlord MR at this hearing. The landlord also confirmed that his lawyer had permission to represent both landlords at this hearing.

The hearing began at 11:00 with me, the two tenants, and the landlords' lawyer present. The landlord called in late at 11:24 a.m. and exited the conference early at 11:40 a.m. I informed the landlord about what occurred in his absence. The hearing ended at 11:41 a.m. The landlord participated in the settlement and agreed to all terms while he was present in the conference.

The landlord's lawyer confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants confirmed receipt of the landlords' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenants' application and the tenants were duly served with the landlords' written evidence package.

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 March 1, 2019, by which time the tenants and any other occupants will have vacated the rental unit;
2. The tenants agreed to pay rent of \$2,400.00 for the period from October 1 to December 31, 2018, to the landlords by December 14, 2018, by way of personally paying the landlords' agent at the landlords' office (the address of which was provided to the tenant by the landlords during the hearing) with cash or certified bank funds upon which the landlords will provide a rent receipt to the tenants;
3. The landlords agreed that the tenants are entitled to two months' free rent so that the tenants are not required to pay any rent to the landlords from January 1 to March 1, 2019;
4. The landlords agreed that their 10 Day Notice, dated November 2, 2018, and their 1 Month Notice, dated November 2, 2018, were both cancelled and of no force or effect;
5. The landlords agreed, at their own cost, to have a certified, licensed professional inspect and repair if recommended by the professional, the septic system at the rental property by December 21, 2018;
6. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both 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

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 tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 1, 2019. The tenants must be served with this Order in the event that the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 1, 2019. 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.

In order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the landlords' favour in the amount of \$2,400.00. I deliver this Order to the landlords in support of the above agreement for use only in the event that the tenants do not abide by condition #2 of the above monetary agreement. The tenants must be served with a copy of this Order as soon as possible after a failure to comply with condition #2 of the above monetary agreement. Should the tenants 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 landlords' 10 Day Notice, dated November 2, 2018, and 1 Month Notice, dated November 2, 2018, are cancelled and of no force or effect.

I order that the tenants are not required to pay any rent to the landlords from January 1 to March 1, 2019.

I order the landlords, at their own cost, to have a certified, licensed professional inspect and repair if recommended by the professional, the septic system at the rental property by December 21, 2018.

The tenants 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: December 14, 2018

Residential Tenancy Branch