



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding H. REMPEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, CNC, MNRT, MNDCT, OLC

Introduction

This hearing dealt with the tenant's 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 January 3, 2019 ("10 Day Notice"), pursuant to section 46;
- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated November 26, 2018 ("1 Month Notice"), pursuant to section 47;
- a monetary order for the cost of emergency repairs and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67; and
- an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62.

Landlord RT ("landlord") 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 landlord confirmed that he was the on-site manager for the landlord company named in this application and that he had permission to speak on its behalf as an agent (collectively "landlords"). This hearing lasted approximately 45 minutes.

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

Pursuant to section 64(3)(c) of the *Act*, I amended the tenant's application to correct the spelling of the tenant's surname and correct the name of the landlord company. Both parties consented to these amendments 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 March 15, 2019, by which time the tenant and any other occupants will have vacated the rental unit;
 - a. Both parties agreed that the tenant will leave a letter in the landlords' mailbox to notify him if the tenant will be vacating the rental unit earlier than March 15, 2019 at 1:00 p.m.;
2. The landlord agreed that the landlords' 10 Day Notice, dated January 3, 2019 and 1 Month Notice, dated November 26, 2018, were cancelled and of no force or effect;
3. The tenant agreed that he will not pursue his monetary claim of \$8,530.00 for rent and he will not initiate any future claims or applications against the landlords with respect to this claim at the Residential Tenancy Branch;
4. The landlord agreed that the landlords will not pursue their claim for unpaid rent of \$375.00 for January 2019 against the tenant and they will not initiate any future claims or applications against the tenant with respect to this claim at the Residential Tenancy Branch;
5. The tenant agreed to pay the landlords \$600.00 for rent for February 2019 by February 24, 2019;
 - a. The landlord agreed that if the landlords receive the tenant's cheque for \$375.00 for January 2019 rent, after this hearing, that they will cash it and put it towards February 2019 rent of \$600.00 and issue a rent receipt to the tenant for the payment;
6. 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 March 15, 2019. 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 March 15, 2019. 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.

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 \$600.00. I deliver this Order to the landlords in support of the above agreement for use only in the event that the tenant does not abide by condition #5 of the above monetary agreement. The tenant must be served with a copy of this Order as soon as possible after a failure to comply with condition #5 of the above monetary agreement. 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 landlords' 10 Day Notice, dated January 3, 2019 and 1 Month Notice, dated November 26, 2018, are cancelled and of no force or effect.

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 15, 2019

Residential Tenancy Branch