



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, ERP, OLC

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on January 9, 2019 (the “Application”). The Tenants applied as follows:

- To dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 4, 2019 (the “Notice”);
- For an order that the Landlord make emergency repairs; and
- For an order that the Landlord comply with the Act, regulation and/or the tenancy agreement.

The Tenants appeared at the hearing with two witnesses who were outside of the room until required. I did not hear from the witnesses as it was determined that their evidence was not relevant to the issues before me.

The parties agreed that both Tenants are tenants under the tenancy agreement. Tenant M.M. was not originally listed as a tenant on the Application although he is listed on the Notice. Tenant C.M. asked to amend the Application to include Tenant M.M. and I did so. This is reflected in the style of cause.

The Landlord appeared at the hearing.

I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose in this regard.

There was no issue that there is a tenancy agreement between the parties in relation to the rental unit.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties discussed settlement but could not come to an agreement. I heard the evidence and raised the possibility of settlement again at the end of the hearing. The parties discussed settlement further and reached an agreement.

I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue a Monetary Order and Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

### Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Tenants withdraw the Application.
2. The Notice and 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 04, 2019 are cancelled.
3. The tenancy will end and the Tenants will vacate the rental unit by March 31, 2019 at 1:00 p.m.

4. The Tenants will pay the Landlord rent in the amount of \$850.00 for February of 2019 by February 24, 2019.
5. The Tenants will pay the Landlord rent in the amount of \$850.00 for March of 2019 by March 01, 2019.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is granted an **Order of Possession effective at 1:00 p.m. on March 31, 2019**. If the Tenants do not vacate the rental unit in accordance with the above agreement, this Order must be served on the Tenants. If the Tenants do not comply with the Order, it may be filed and enforced in the Supreme Court as an order of that Court.

The Landlord is granted a **Monetary Order** in the amount of \$1,700.00. If the Tenants fail to pay February and March rent in accordance with the above agreement, this Order **becomes effective March 02, 2019** and must be served on the Tenants. If the Tenants do not comply with the Order, it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: February 19, 2019

---

Residential Tenancy Branch