



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, FFT

Introduction

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As Tenant SDW (the tenant), the only tenant attending this hearing, confirmed that the tenants were handed the 10 Day Notice by the landlords on December 19, 2018, I find that the tenants were duly served with this Notice in accordance with section 88 of the *Act*. As the landlords confirmed that they received copies of the tenants' dispute resolution hearing package by registered mail well in advance of this hearing, I find that the landlords were duly served with this package in accordance with section 89 of the *Act*.

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

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66;
- cancellation of the landlord's 10 Day Notice pursuant to section 46; and
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

Issues(s) to be Decided

Should an extension of time be given to the tenants to apply to cancel the landlords' 10 Day Notice? Should the landlords' 10 Day Notice be cancelled? If not, are the landlords entitled to an Order of Possession? Are the tenants entitled to recover the filing fee for this application from the landlords?

Background and Evidence

This tenancy began as a one-year fixed term tenancy on December 1, 2017. After the expiration of the initial term, the tenancy continued as a month-to-month tenancy. The initial monthly rent of \$1,700.00, increased to \$1,768.00 as of January 1, 2019. The landlords continue to hold the tenants' \$850.00 security deposit paid when this tenancy began. The parties in attendance agreed that a total of \$5,736.00 in rent remains owing at this time for this tenancy.

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. The tenant in attendance confirmed that they were empowered to enter into a settlement of this dispute by the other tenant, and committed that they would be willing to become personally responsible for the financial commitments made to resolve this dispute. During the hearing, the parties 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 resolution of their dispute:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on February 28, 2019, by which time the tenants will have surrendered vacant possession of the rental unit to the landlords.
2. Tenant SDW agreed to pay the landlords a total of \$5,736.00 by March 1, 2019.
3. The tenants agreed to allow the landlords to retain the security deposit for this tenancy.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenants' application and all issues currently in dispute arising out of this tenancy and that they did so of their own free will and without any element of force or coercion.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlords if the tenants do not vacate the rental premises in accordance with their agreement. The landlords are provided with these Orders in the above terms and the tenants must be

served with an Order in the event that the tenant(s) do not vacate the premises by the time and date set out in their agreement. 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 order to implement the above settlement reached between the parties, I issue a monetary Order in the landlords' favour against Tenant SDW in the amount of \$5,736.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that Tenant SDW does not abide by the terms of the above settlement.

To perfect this settlement, I also order the landlords to retain the security deposit for this tenancy.

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 19, 2019

Residential Tenancy Branch