



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, CNR, FFT, LRE, MT

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on January 10, 2019 (the “Application”). The Tenant applied as follows:

- To dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities;
- To dispute a One Month Notice to End Tenancy for Cause;
- To suspend or set conditions on the Landlords’ right to enter the rental unit;
- For more time to file the dispute; and
- For reimbursement for the filing fee.

The Tenant appeared at the hearing with S.M. to assist. 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.

Pursuant to rule 2.3 of the Rules of Procedure, I told the Tenant at the outset that I would not consider the request to suspend or set conditions on the Landlords’ right to enter the rental unit as this was unrelated to the main issues before me being the disputes of the 10 Day Notice and One Month Notice. The request to suspend or set conditions on the Landlords’ right to enter the rental unit is dismissed with leave to re-apply. This does not extend any time limits set out in the *Residential Tenancy Act* (the “Act”).

The Landlords had submitted evidence prior to the hearing. The Tenant had not submitted evidence. I addressed service of the hearing package and Landlords’ evidence. The Landlord confirmed he received a copy of the hearing package. The Tenant advised that she had not received the Landlords’ evidence. The Landlord testified that he did not serve the evidence on the Tenant. When asked for the position

of the parties on admission or exclusion of the Landlords' evidence, the Landlord testified that he had left the evidence in the Tenant's mailbox. No evidence had been submitted in support of this. Given the Tenant denied receiving the evidence, and given the lack of evidence of service, I was not satisfied of service. I heard the parties on whether the evidence should be admitted or excluded. I excluded the evidence as I found it would be unfair to admit it when the Tenant said she did not receive it and I was not satisfied of service.

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 *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.

The parties did not have questions about the above when asked and agreed to discuss settlement.

Prior to ending the hearing, 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 Landlords and Tenant agree as follows:

1. The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 7, 2019 is cancelled.
2. The One Month Notice to End Tenancy for Cause dated December 20, 2018 is cancelled.

3. The tenancy will end and the Tenant will vacate the rental unit by 1:00 p.m. on March 31, 2019.
4. The Tenant agrees to pay the Landlords \$1,850.00 in rent for January no later than February 28, 2019.
5. The Landlords agree that the Tenant can deduct \$100.00 from March rent as reimbursement for the filing fee.

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

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

The Landlords are granted a Monetary Order in the amount of \$1,850.00 for January rent. If the Tenant fails to pay the \$1,850.00 for January rent in accordance with the above agreement, this Order must be served on the Tenant. If the Tenant does 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 21, 2019

---

Residential Tenancy Branch