



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, 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 June 6, 2019 ("10 Day Notice"), pursuant to section 46; and
- authorization to recover the filing fee for this application, pursuant to section 72.

Landlord GF ("landlord"), the landlords' lawyer, and the two tenants (male and female) 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 his lawyer had permission to speak on the landlords' behalf. An articling student attended the hearing with the landlords' lawyer but did not provide submissions, as he was observing only. The landlord confirmed that he was the executor of the estate for the landlord owner who is deceased (collectively "landlords"). This hearing lasted approximately 49 minutes.

Both parties intended to call witnesses, who were excluded from the outset of the hearing. The witnesses were not recalled by the parties to testify, as both parties settled this matter between themselves.

The landlords' lawyer confirmed receipt of the tenants' application for dispute resolution hearing package and the male tenant confirmed receipt of the landlords' evidence package. In accordance with sections 88, 89 and 90 of the Act, I find that both landlords were duly served with the tenants' application and both tenants were duly served with the landlords' 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 August 15, 2019, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenants are vacating the rental unit pursuant to the landlords' 4 Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit, dated May 23, 2019 ("4 Month Notice");
3. Both parties agreed that the tenants are entitled to one month free rent compensation for July 2019, pursuant to the 4 Month Notice and section 51 of the *Act*;
4. The tenants agreed to pay the landlords \$900.00 for unpaid rent for the period from June 1 to 30, 2019, by way of a cheque to be dropped off at the landlords' lawyer's office by July 29, 2019;
5. The landlords agreed that the tenants are not required to pay any rent to the landlords for the period from August 1 to 15, 2019;
6. The landlords agreed that their two 10 Day Notices from June and July 2019, are cancelled and of no force or effect;
7. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
8. The tenants agreed that this settlement agreement constitutes a final and binding resolution of the tenants' 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

The landlord's two 10 Day Notices, from June and July 2019, are cancelled and of no force or effect.

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 August 15, 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 August 15, 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 landlord's favour in the amount of \$900.00. I deliver this Order to the landlord in support of the above agreement for use only in the event that the tenants do not abide by condition #4 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 #4 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.

I order that the tenants are not required to pay any rent to the landlords for the period from July 1 to August 15, 2019.

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: July 25, 2019

Residential Tenancy Branch