



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on June 22, 2019 (the “Application”). The Tenants applied to dispute 10 Day Notices to End Tenancy for Unpaid Rent or Utilities dated May 30, 2019 and June 16, 2019 (the “Notices”).

The Tenants appeared at the hearing although Tenant A.R. was not involved in the hearing throughout. The Landlord appeared at the hearing with the Representative.

The parties provided their correct legal names which are reflected in the style of cause.

I explained the hearing process to the parties who did not have questions when asked. Tenant K.R. and the Representative provided affirmed testimony.

Tenant A.R. and the Landlord had submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. The Representative confirmed the Landlord received the hearing package. The Representative testified that the Landlord did not receive the Tenants’ evidence. Tenant K.R. testified that the evidence was not served on the Landlord as the Tenants do not have the Landlord’s address. Tenant K.R. testified that the Tenants did not receive the Landlord’s evidence. The Representative testified the evidence was served and provided details regarding this. I told the parties I would decide admissibility of the evidence in my written decision. I have not done so given the parties came to a settlement agreement as outlined below.

During the hearing, Tenant K.R. interrupted me and the Representative. I told Tenant K.R. that I would mute him if he continued to interrupt. Tenant K.R. did continue to interrupt and I did mute him pursuant to rule 6.10 of the Rules of Procedure. I un-muted and heard from Tenant K.R. on the issues discussed throughout the hearing. Tenant

K.R. stopped interrupting and conducted himself appropriately when the parties discussed settlement. Tenant K.R. was not muted again.

Both parties submitted written tenancy agreements and there was no issue that there is a tenancy agreement between the Landlord and Tenants 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.

Tenant K.R. advised that he and the Representative had already come to an agreement about the tenancy. Given this, 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.

Neither Tenant K.R. or the Representative had questions about the above. Tenant K.R. and the Representative were interested in discussing settlement and a discussion ensued.

Prior to ending the conference, I confirmed the terms of the settlement agreement with Tenant K.R. and the Representative. I told the parties I would issue a Monetary Order and Order of Possession. I confirmed with Tenant K.R. and the Representative that all issues had been covered. Tenant K.R. and the Representative confirmed they were agreeing to the settlement voluntarily and without pressure. Tenant K.R. acknowledged that Tenant A.R. would also be bound by the agreement. The Representative acknowledged the Landlord would be bound by the agreement.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Notices and 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 25, 2019 are cancelled.

2. The tenancy will end and the Tenants will vacate the rental unit by 11:59 p.m. on August 31, 2019.
3. The Tenants owe the Landlord \$7,200.00 in unpaid rent. The Tenants will pay the Landlord this \$7,200.00 no later than October 01, 2020. The Tenants will pay the Landlord at least \$500.00 per month by the first day of each month towards the \$7,200.00 outstanding until it is paid which will be no later than October 01, 2020.
4. All rights and obligations of the parties under the tenancy agreement and *Act* will continue until the tenancy ends August 31, 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 11:59 p.m. on August 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 \$7,200.00. If the Tenants do not pay the Landlord \$7,200.00 by October 01, 2020, this Order 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: August 15, 2019

Residential Tenancy Branch