



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: FFL MNDCL-S MNRL-S OPR CNR RP

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- an Order of Possession for non-payment of rent pursuant to section 55;
- a monetary order for money owed or unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenants requested:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- an order to the landlord to make repairs to the rental unit pursuant to section 33.

SM, agent for the landlord, appeared with the landlord in this hearing. TM appeared for the tenants. 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.

Both parties confirmed receipt of each other’s applications for dispute resolution hearing package (“Applications”). In accordance with section 89 of the *Act*, I find that both the landlord and tenants were duly served with the Applications. The tenants confirmed receipt of the landlord’s evidentiary materials. I find the tenants duly served with the landlord’s evidence in accordance with section 88 of the *Act*. The tenant testified that the landlord was not served with her written evidence. As the tenant’s evidence was not served to the landlord in accordance with section 88 of the *Act*, the tenants’ written evidence was excluded.

The tenants confirmed receipt of the landlord's 10 Day Notice dated August 9, 2019. Accordingly, I find that the tenants were duly served with the landlord's 10 Day Notice.

At the beginning of the hearing, the spelling of the tenant AH's name was confirmed. As AH's name was misspelled in the landlord's application, and as neither party was opposed, AH's name was amended to reflect the proper spelling of her name.

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. 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 entered into a mutual agreement that this tenancy will end on October 31, 2019, by which date the tenants and any other occupants will have vacated the rental unit. The landlord agreed that this tenancy may be extended a maximum of one additional month to November 30, 2019 on the condition that the tenants pay to the landlord the November 2019 rent in full by November 1, 2019, or another date at the landlord's discretion.
2. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlord's 10 Day Notice, dated August 9, 2019.
3. The tenants agreed to pay the landlord the October 2019 rent in full by October 31, 2019.
4. The landlord agreed to withdraw their monetary claim for the unpaid rent for the period of June 2019 through to September 2019 on the condition that the tenants abide by the terms of this agreement. If the tenants fail to comply with the terms of this agreement, the landlord is at liberty to reapply for a monetary order for unpaid rent for this tenancy.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of both applications at this hearing and all issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by October 31, 2019.

The landlord is provided with this Order in the above terms and the tenants must be served with this Order in the event that the tenants do not abide by condition #1 of the above settlement. 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 as advised to both parties during the hearing, I issue a Monetary Order in the landlord's favour in the amount of \$1,600.00. The landlord is provided with this Order in the above terms and the landlord must be served with a copy of this Order as soon as possible in the event that the tenants do not abide by condition #3 of the above 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.

The landlord's 10 Day Notice dated August 9, 2019 is cancelled and is of no force or effect.

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: October 9, 2019

Residential Tenancy Branch