



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC (Tenant)
 FFL, OPC (Landlord)

Introduction

This hearing was convened by way of conference call in response to cross Applications for Dispute Resolution filed by the parties.

The Tenants filed their Application for Dispute Resolution August 22, 2019 (the "Tenants' Application"). The Tenants applied to dispute a One Month Notice to End Tenancy for Cause dated August 17, 2019 (the "Notice").

The Landlord filed their Application for Dispute Resolution September 30, 2019 (the "Landlord's Application"). The Landlord applied for an Order of Possession based on the Notice and for reimbursement for the filing fee.

The Tenant appeared at the hearing with R.B. to assist. The Landlord appeared at the hearing with R.M. to assist. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service which I will not outline here as the parties came to a settlement agreement.

The parties agreed there is a tenancy agreement between the Landlord and Tenants in relation to the rental unit. The Landlord had named additional tenants on the Landlord's Application. I have removed these additional tenants from the style of cause given the parties agreed that the tenancy agreement is only between the Landlord and Tenants.

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 and neither party could change their mind about it later.

The parties did not have questions about the above 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 an Order of Possession and Monetary Order. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Notice is cancelled.
2. The tenancy will end and all Tenants and occupants will vacate the rental unit no later than 1:00 p.m. on December 31, 2019.
3. The Tenants will pay the Landlord rent in the amount of \$1,000.00 for November rent no later than November 01, 2019 and \$1,000.00 for December rent no later than December 01, 2019. The Tenants will pay November and December rent by cheque which will be received by the Landlord no later than November 01, 2019 for November rent and December 01, 2019 for December rent. The Landlord will issue the Tenants a receipt for the rent cheques once received.
4. The Tenants will reimburse the Landlord for the \$100.00 filing fee.
5. All rights and obligations of the parties will continue until the tenancy ends at 1:00 p.m. on December 31, 2019.

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

The Landlord is issued an Order of Possession for the rental unit which is effective at 1:00 p.m. on December 31, 2019. If the Tenants fail to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenants with this Order. If the Tenants fail to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

The Landlord is issued a Monetary Order in the amount of \$2,100.00. This is a **conditional Monetary Order**. The Monetary Order is only enforceable if the Tenants fail to reimburse the Landlord \$100.00 for the filing fee and/or fail to pay November rent and/or fail to pay December rent in accordance with the settlement agreement set out above. If the Tenants fail to pay the Landlord in accordance with the settlement agreement, the Monetary 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: October 24, 2019

Residential Tenancy Branch