



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **FFL MNRL OPR OPU (landlord); CNR LRE MNDCT RR (tenant)**

### Introduction

This hearing dealt with an application by the tenants under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten-Day Notice”) pursuant to section 46;
- An order to restrict or suspend the landlord’s right of entry pursuant to section 70;
- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- An order to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to section 65.

This hearing also dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent (“Ten-Day Notice”) pursuant to sections 46 and 55;
- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;

- An order of possession under a Two Month Notice to End Tenancy for Landlord's Use ("Two Month Notice") pursuant to sections 48 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by teleconference. RS, agent, attended with the landlord ("the landlord"). The tenants attended. The hearing process was explained, and both parties had the opportunity to ask questions. Each party had the opportunity to make submissions, present documentary evidence, call witnesses and cross examine the other party.

The landlord acknowledged the landlord's Notice of Hearing and Application for Dispute Resolution was not served upon the tenants. The Arbitrator informed the parties the landlord's application was dismissed with leave to reapply.

Considerable testimony and evidence were submitted. The hearing lasted 75 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

**The parties agreed as follows:**

1. The tenancy between the parties will continue and the Ten-Day Notice dated November 13, 2019 is vacated and of no force and effect.
2. The tenants acknowledged owing the landlord \$2,400.00 for rent for the months of December 2019 and January 2020.

3. By 1:00 PM on January 23, 2020, the tenants shall pay to the landlord the sum of \$2,145.00 by bank deposit in satisfaction of rent for the months of December 2019 and January 2020 less reimbursement to the tenants for the cost of applying for a separate BC Hydro account of \$255.00.
3. The tenants shall pay by bank deposit to the landlord rent in the amount of \$1,200.00 monthly payable on the first of the month commencing February 1, 2020 and continuing the first of every month thereafter for the duration of the tenancy.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following order:

I issue to the landlord a Monetary Order of \$2,145.00 effective January 24, 2020 to be served on the tenants ONLY if the tenants fail to abide by the terms set out in this settlement agreement, that is, to pay the said sum to the landlord as set out above.

### Conclusion

I issue to the landlord a Monetary Order of \$2,145.00 effective January 24, 2020 to be served on the tenants ONLY if the tenants fail to abide by the terms set out in this settlement agreement, that is, to pay the said sum to the landlord as set out above.

Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: January 16, 2020