



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR-DR FFL, CNR

### Introduction

This Direct request was convened to a participatory hearing in response to cross applications by the tenants and the landlords seeking Orders under the *Residential Tenancy Act* (the Act).

The landlords applied for:

- a monetary order for unpaid rent pursuant to section 67 of the *Act*.
- an Order of Possession for unpaid rent pursuant to section 46 and 55 of the *Act*,
- authorization to recover the filing fee for this application from the tenant pursuant to section 72 of the *Act*.

The tenants applied for:

- an order cancelling the 10-day Notice for unpaid rent pursuant to section 46 of the *Act*.

Both parties, 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 landlords were represented by their legal counsel GW (the landlord) and the tenants were represented by their legal advocate AW (the tenant).

The tenant confirmed receipt of the landlord's application for Dispute Resolution and evidentiary package after it was served in person by KA on January 26, 2020. The tenant is found pursuant to section 88 and 89 of the *Act* to have been served with this package.

The landlord confirmed receipt of the tenant's application for dispute resolution and evidentiary package after it was sent to the tenant by way of Canada Post Registered

Mail. The landlord is found pursuant to section 88 and 89 of the *Act* to have been served with this package in accordance with the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Is the tenant entitled to cancel the 10-day Notice pursuant to section 46 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, the relevant and important aspects of the landlord's and tenant's claims and my findings are set out below:

The landlord testified that the tenancy began on November 15, 2019. Monthly rent is \$925.00 and is payable the first of each month. A security deposit of \$462.50 is held in Trust by the landlord. The landlord testified and confirmed that the tenant was served with (the "Notice") on January 3, 2020 by person. Tenant acknowledged receipt on the same day. Tenant RM left the rental unit in January 2020 and paid the full January 2020 rent before vacating. As of the date of this hearing, tenant WH continues to reside at the rental unit.

The Notice indicates an effective move-out date of January 13, 2020.

Settlement

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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

All parties agreed to the following final and binding settlement:

1. The tenant WH agrees to pay the landlords the sum of \$1,850.00 rent due for February and March 2020 before Monday March 9, 2020 and continue to pay the rent until April 30, 2020.
2. The parties agree that the tenant WH will vacate the rental property on April 30, 2020 by 1:00 p.m.
3. The parties agree that the tenant's brother (due to his accident) can reside in the rental property until April 30, 2020 and must comply with the terms and conditions of the tenancy.

Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

The landlord and tenant testified that they understood that the above agreement was being made and was binding and enforceable. The parties agreed the effective date of end of tenancy would end on April 30, 2020 at 1:00 p.m.

In support of this settlement and with the agreement of both parties, I grant the landlord an order of possession pursuant to section 55 of the *Act*. If the tenant fails to comply with this order the landlord may file, the order in the Supreme Court of British Columbia and be enforced as an order of that Court.

### Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

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: March 06, 2020