



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR

### Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenants under the *Residential Tenancy Act* (the “Act”), seeking cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”).

I note that section 55 of the *Act* requires that when a tenant submits an Application seeking to cancel a notice to end tenancy issued by a landlord, I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with section 52 of the *Act*.

The hearing was convened by telephone conference call and was attended by the Tenant S.M. (the “Tenant”) and the Landlord, both of whom provided affirmed testimony. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. Neither party raised concerns regarding service of the Notice of Dispute Resolution Proceeding.

At the request of the parties, copies of the decision and any orders issued in their favor will be sent to them at the email addresses confirmed in the hearing.

### Preliminary Matters

At the outset of the hearing I advised the Landlord that their name as it appears on the Application does not match their name as it appears on the tenancy agreement in the documentary evidence before me for review. The Landlord confirmed the correct spelling of their name and the Application was amended accordingly.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end on March 22, 2020, at 1:00 P.M.
2. The Parties agree that \$5,100.00 in rent is outstanding as of the date of the hearing, and that the Landlord may retain the \$850.00 security deposit in partial repayment of this amount, leaving \$4,250.00 outstanding to be paid by the Tenants.
3. The Tenant agrees to withdraw their Application in full as part of this mutually agreed settlement.
4. The Landlord agrees to cancel the 10 Day Notice in full as part of this mutually agreed settlement.
5. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective March 22, 2020, at 1:00 P.M. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a Monetary Order in the amount of **\$4,250.00**. The Landlord is provided with this Monetary Order in the above terms and the Tenants must be served with this Order as soon as possible. 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.

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 11, 2020

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Residential Tenancy Branch