



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: Landlord: OPR-DR, OPRM-DR, FFL
Tenants: CNR-MT, RR, RP, LRE, LAT, OLC, FFT, MNDCT

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 unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenants filed two applications pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- a monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order to allow the tenants to change the locks to the rental unit pursuant to section 70;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

KH appeared for the tenants in this hearing. 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 duly served with the each other's Applications. The tenants confirmed receipt of the landlord's evidentiary materials. In accordance with section 88 of the *Act*, I find the tenants duly served with the landlord's evidentiary materials.

The tenants confirmed receipt of the 10 Day Notice to End Tenancy ('10 Day Notice') dated February 29, 2020. In accordance with section 88 of the *Act*, I find the tenants duly served with the 10 Day Notice.

The tenant testified that due the current situation surrounding the Covid-19 pandemic and access to public computers, the tenants have been unable to upload evidence in support of their claims. After a discussion involving both parties, they agreed to proceed with the priority claims as set out in the landlord's application regarding the 10 Day Notice and the continuation of this tenancy.

The remaining portions of the tenants' applications are dismissed with leave to reapply. Liberty to reapply is not an extension of any applicable limitation periods.

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 the landlord's application as set out below:

1. The tenants agreed to pay the outstanding rent accrued up to April 2020, to the landlord, in minimum monthly instalments of \$900.00 until the outstanding rent of \$6,311.73 is paid in full. The tenants agreed that any outstanding rent must be paid in full, on or before August 31, 2020.
2. The parties agreed that this tenancy will continue per the *Act* on the condition that the tenants abide by condition #1 of this agreement.

3. The parties agreed that this tenancy will end in the event that the tenants fail to abide by condition #1 in the agreement, and that the tenants and all occupants will vacate the rental unit within two days of August 31, 2020.
4. The tenants understand that in addition to the outstanding rent, they must continue to pay monthly rent as required by the tenancy agreement and Section 26 of the *Act*.
5. The landlord agreed to cancel the 10 Day Notice to End Tenancy dated February 29, 2020.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application.

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

In the event the tenants fail to abide by the terms of condition #1 of the agreement, this tenancy will end, and the tenants and any occupants in the suite will have to vacate the rental unit.

I issue an Order of Possession to the landlord effective two days after service of this Order on the tenants. The landlord is provided with this Order in the above terms and the tenants must be served with this Order **only** in the event that the tenants do not abide by condition #1 of the above settlement. This two day Order of Possession may **only** be used after August 31, 2020. 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 \$6,311.73. The landlord is provided with this Order in the above terms and the tenants must be served with a copy of this Order as soon as possible in the event that the tenants do not abide by condition #1 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 remaining portions of the tenants' applications are dismissed with leave to reapply.

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: April 20, 2020

Residential Tenancy Branch