



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      For the landlords: MNRL  
For the tenants: CNR, LRE, FFT

### Introduction

This was a cross application hearing that dealt with the landlords' application pursuant to section 67 of the *Residential Tenancy Act* (the *Act*) for a monetary order for unpaid rent.

This hearing also dealt with the tenants' application pursuant to the *Act* for:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice), pursuant to section 46 of the *Act*;
- An order to restrict or suspend the landlord's right of entry, pursuant to section 70 of the *Act*; and
- An authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

Both parties attended this hearing and had a full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions. The landlord was assisted by advocate AH and lawyer NB.

### Preliminary issue: joining applications

Pursuant to Rule of Procedure 2.10, I crossed the landlords' and the tenants' applications and heard them together.

### 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.

Both parties agreed to the following final and binding settlement of all issues listed in their applications for dispute resolution:

01. The tenants did not pay the monthly rent payments that were due on March, April, May, June and July 15, 2020 and will not pay the rent due on August 15, 2020;
02. The total amount in arrears on August 15, 2020, including the rent payment that will be due on that date, will be \$14,400.00;
03. On August 31, 2020 the tenants will make a payment of \$4,800.00;
04. On September 15, 2020 the tenants will make a payment of \$2,400.00 for September's 15, 2020 rent;
05. From October 15, 2020 to September 15, 2021 the tenants will make a \$800.00 monthly payment besides the \$2,400.00 monthly rent payment, totaling \$3,200.00 per month, always on the 15<sup>th</sup> day of the month;
06. From October 15, 2021 on the monthly rent payment will be \$2,400.00;
07. If the tenants default on any payment the landlords can apply immediately for an order of possession and a monetary order;
08. The ten-day notice dated July 04, 2020 is cancelled and of no force or effect;
09. The landlords will provide the tenants with a 24-hour written notice before they enter the rental unit, in accordance with the Act;
10. The periodic tenancy will continue until ended in accordance with the act.

### Conclusion

As the parties have reached a settlement, I make no findings about the merits of these applications.

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: July 29, 2020

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Residential Tenancy Branch