



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NELSON APARTMENTS LTD. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated July 13, 2020 ("1 Month Notice"); and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent ("landlord") and the two tenants 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 landlord confirmed that he was the property manager for the rental unit and that he had permission to speak on behalf of the landlord company named in this application. This hearing lasted approximately 20 minutes.

The hearing began at 11:00 a.m. with me and the landlord present. The tenants called in late at 11:05 a.m. I informed the tenants of what occurred in their absence. The hearing ended at 11:20 a.m.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application and the tenants were duly served with the landlord's evidence.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to replace the name of the individual landlord with the name of the landlord company, as confirmed by the landlord in the parties' written tenancy agreement and the 1 Month Notice. Both parties consented to this amendment during the hearing.

Settlement Terms

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 and orders. 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 all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on August 27, 2020, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that the landlord's 1 Month Notice, dated July 13, 2020, is cancelled and of no force or effect;
3. The tenants agreed to pay the landlord August 2020 rent of \$615.00 by September 5, 2020 by way of a cashier's check;
4. The tenants agreed to bear the cost of \$50.00, which is half the cost of the filing fee for this application;
5. The landlord agreed to pay the tenants \$50.00, which is half the cost of the filing fee for this application, by August 25, 2020, by way of e-transfer;
6. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

During the hearing, the tenants confirmed that they did not require a monetary order of \$50.00 against the landlord. Accordingly, I have not issued a monetary order to the tenants.

Conclusion

I order both parties to comply with all of the above settlement terms.

To give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlord **only** if the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 27, 2020. The tenants must be served with this Order. 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, I issue a monetary Order in the landlord's favour in the amount of \$615.00. I deliver this Order to the landlord in support of the above agreement for use only in the event that the tenants do not abide by condition #3 of the above monetary agreement. The tenants must be served with a copy of this Order. 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.

I order the landlord to pay the tenants \$50.00 by August 25, 2020.

The tenants must bear the cost of \$50.00, which is half the cost of the filing fee for this application.

The landlord's 1 Month Notice, dated July 13, 2020, is cancelled and of no force or effect.

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: August 25, 2020

Residential Tenancy Branch