



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT-CNC, FFT; OPC, FFL; MNRL

Introduction

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

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause, dated June 29, 2020 ("1 Month Notice"), pursuant to section 66;
- cancellation of the landlord's 1 Month Notice, pursuant to section 47; and
- authorization to recover the filing fee for his application, pursuant to section 72.

This hearing dealt with the landlords' first application pursuant to the *Act* for:

- an order of possession for cause, pursuant to section 55; and
- authorization to recover the filing fee for their application, pursuant to section 72.

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

- a monetary order for unpaid rent, pursuant to section 67.

The "male landlord" did not attend this hearing, which lasted approximately 78 minutes. The female landlord ("landlord"), the landlords' agent, and the tenant 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 her agent had permission to speak on the landlords' behalf.

The landlords' agent confirmed receipt of the tenant's application for dispute resolution and notice of hearing. In accordance with sections 89 and 90 of the *Act*, I find that the landlords were duly served with the tenant's application.

During the hearing, both parties confirmed that there is a “future hearing” at the Residential Tenancy Branch (“RTB”) scheduled for the landlords’ two applications on August 13, 2020 at 1:30 p.m. The file numbers for that hearing appear on the front page of this decision. Accordingly, both parties agreed to settle the landlords’ first application and a portion of the landlords’ second application at this 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 28, 2020, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord and the tenant agreed to meet and perform a move-out condition inspection and report at the rental unit at 1:00 p.m. on August 28, 2020;
3. The landlord agreed that the landlords’ 1 Month Notice, dated June 29, 2020, was cancelled and of no force or effect;
4. The tenant agreed to bear the cost of the \$100.00 filing fee paid for his application;
5. Both parties agreed that the tenant will pay rent of \$1,750.00 to the landlords by August 11, 2020 by e-transfer;
 - a. The landlords agreed to accept the above rent for the period from August 1 to 31, 2020;
 - b. The landlords agreed that they will not pursue any future rent claims against the tenant at the RTB for the period from August 1 to 31, 2020;
6. Both parties agreed that the tenant’s security deposit of \$1,750.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
7. The tenant agreed to steam clean the carpets at the rental unit before the end of his tenancy on August 28, 2020;
8. The landlords agreed to show the rental unit and the tenant agreed to provide access to the landlords between 12:00 p.m. and 6:00 p.m. from Wednesdays to Sundays, provided that the landlords first give at least 24 hours’ notice to the tenant by way of text message;

- a. Both parties agreed to abide by section 29 of the *Act* and the covid-19 pandemic Provincial health and safety regulations and laws;
9. The tenant agreed to accept email service of documents from the landlords for any future RTB hearings. The tenant's email was confirmed during the hearing;
10. The tenant agreed to pay the landlords rental unit utilities of \$343.00 by August 15, 2020;
11. Both parties agreed that the tenant will pay rent of \$450.00 to the landlords by September 1, 2020;
 - a. The landlords agreed to accept the above rent for the period from April 1 to 30, 2020;
 - b. The landlords agreed that they will not pursue any future rent claims against the tenant at the RTB for the period from April 1 to 30, 2020;
12. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing;
13. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlords' first application for an order of possession for cause and the application filing fee, scheduled for a future hearing at 1:30 p.m. on August 13, 2020, arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. The landlords agreed to bear the cost of the \$100.00 filing fee paid for the first application;
14. Both parties agreed that this settlement agreement constitutes a final and binding resolution of a portion of the landlords' second application for a monetary order for unpaid rent and utilities, not for the monetary damages claim, scheduled for a future hearing at 1:30 p.m. on August 13, 2020, arising out of this tenancy, the file number of which appears on the front page of this decision;
15. Both parties agreed that they will attend the future hearing at 1:30 p.m. on August 13, 2020 for the landlords' second application, with respect to the monetary damages claim only.

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.

Conclusion

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

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m, on August 28, 2020, to be used by the landlords **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue a monetary Order in the landlords' favour in the amount of \$2,534.00 for use **only** in the event that the tenant fails to pay the landlords \$2,534.00 as per conditions #5, #10 and #11 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant 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 landlords' 1 Month Notice, dated June 29, 2020, is cancelled and of no force or effect.

Both parties must bear their own costs for the \$100.00 filing fees paid for their applications.

The landlords' first application for an order of possession for cause and the application filing fee, and the landlords' second application for a monetary order for unpaid rent and utilities, scheduled for a future hearing at 1:30 p.m. on August 13, 2020, are settled by way of this agreement.

Both parties will attend the future hearing at 1:30 p.m. on August 13, 2020 for the landlords' second application, with respect to the monetary damages claim only.

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 10, 2020

Residential Tenancy Branch