



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPU-DR, OPUM-DR, FFL; OPT; CNR-MT, OLC, MNDCT, LRE, AAT, LAT

### Introduction

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

- an order of possession for unpaid rent and utilities, pursuant to section 55;
- a monetary order for unpaid rent and utilities of \$25,200.00, pursuant to section 67; and
- authorization to recover the filing fee for their application, pursuant to section 72.

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

- an order of possession for the rental unit, pursuant to section 54.

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

- more time to make an application to cancel the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 8, 2020 ("10 Day Notice"), pursuant to section 66;
- cancellation of the landlord's 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;
- a monetary order for \$420.00 for compensation under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67;
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70;
- an order allowing access to the rental unit for the tenant or the tenant's guests, pursuant to section 70; and
- an order authorizing the tenant to change the locks to the rental unit, pursuant to section 70.

Landlord ER (“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 landlords’ agent confirmed that she had permission to represent the landlords named in these applications. This hearing lasted approximately 34 minutes.

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

During the hearing, both parties confirmed that there is a “future hearing” scheduled for the landlord’s application and the tenant’s second application on November 9, 2020 at 11:00 a.m. The file numbers for those hearings appear on the front page of this decision. Both parties confirmed receipt of the other party’s application. Both parties agreed to settle both applications at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

### 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 October 7, 2020, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlords agreed that their 10 Day Notice, dated September 8, 2020, was cancelled and of no force or effect;
3. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing, including his monetary claim of \$420.00, which he agreed he will not pursue in the future against the landlords;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both of their applications scheduled for a future hearing at 11:00 a.m. on November 9, 2020, arising out of this tenancy, the file numbers of which appear on the front page of this decision;

- a. The landlords agreed to bear the cost of the \$100.00 filing fee paid for their application;
- b. The landlords agreed not to pursue any unpaid rent or utilities of \$25,200.00 from the tenant for this entire tenancy;
- c. Both parties confirmed that they would not be attending the future hearing which is cancelled by way of this settlement;

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 October 7, 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 this Order as soon as possible after he does not comply with the above agreement. 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.

Both parties' applications, scheduled for a future hearing on November 9, 2020 at 11:00 a.m., are settled by way of this agreement and neither party is required to attend the future hearing.

The landlords' 10 Day Notice, dated September 8, 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: October 02, 2020

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Residential Tenancy Branch