



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR-MT

Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated September 3, 2020 (10 Day Notice) and for more time to make an application to dispute a notice to end tenancy.

The tenants and the landlord attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Both parties confirmed that they received the documentary evidence from the other party and that they had the opportunity to review the documentary evidence prior to the hearing. I find the parties were sufficiently served in accordance with the Act.

Preliminary and Procedural Matters

Firstly, the name of the landlord was corrected by consent of the parties as the tenants had the first name and surname reversed on their application. The name of the landlord was corrected pursuant to section 64(3)(c) of the Act.

Secondly, the parties confirmed their respective email addresses at the start of the hearing. The parties also were advised that the decision would be emailed to the parties.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that rent is due on the first day of each month.
2. The tenants agree to pay the remaining \$1,035.00 pet damage deposit in two installments as follows:
 - A. \$517.50 by November 15, 2020 and
 - B. \$517.50 by December 15, 2020.
3. The parties agree that all payments made in cash must have a receipt from the landlord.
4. If the tenants fail to pay the rent or the pet damage deposit as agreed above, the landlord may issue a new Notice to End Tenancy under the Act.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

I order the parties to comply with the terms of this settled agreement in accordance with section 63 of the Act. The parties confirmed that they understood that this mutually settled agreement was enforceable under the Act. The parties also confirmed that they were not being forced or pressured into freely agreeing to this mutually settled agreement.

This decision will be emailed to the parties as described above.

The tenancy shall continue until ended in accordance with the Act.

The filing fee was waived so does not need to be addressed further in this decision.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 29, 2020

Residential Tenancy Branch