



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Salamat Operation Society and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes **CNR, OLC, DRI**

Introduction

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

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to section 46;
- an order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agent (the "landlord"). The tenants attended and were represented by family member AY (the "tenant").

As both parties were present service was confirmed. The parties each testified that they had been served with the respective materials and based on the testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

At the outset of the hearing the tenants corrected the spelling of the names provided in their application. The corrected names are used in this decision

Analysis

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, 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. This tenancy will end on 1:00 pm June 30, 2021, by which time the tenants and any other occupants will have vacated the rental unit.
2. The parties agree that this tenancy will end by way of this settlement agreement.
3. The tenants will pay the landlord the amount of \$4,876.00 in monthly installments of at least \$696.57 commencing January 1, 2021 and continuing thereafter until the amount is paid in full.
4. This settlement agreement constitutes a final and binding resolution of the tenants' application at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenants by the landlord **only** if the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 30, 2021. 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.

I issue a monetary Order in the landlord's favour in the amount of \$4,876.00, to be used **only** in the event that the tenants do not abide by the monetary terms of the settlement agreement outlined above. 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.

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: November 27, 2020

Residential Tenancy Branch