



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNR, RP, OLC**

### Introduction

This hearing dealt with the tenants' 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 for repairs to be made pursuant to section 33; and
- an order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62.

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 landlord was represented by their family member.

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

### 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 February 28, 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. The 10 Day Notice of October 2, 2020 is cancelled and of no force or effect.
3. The tenancy will continue in accordance with the current tenancy agreement and in accordance with the Act and regulations until it is ended pursuant to this agreement.
4. The tenant will pay the landlord the sum of \$1,300.00 by February 28, 2021.
5. Both parties agree that this settlement agreement constitutes a full, final and binding resolution of both applications 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 tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 28, 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 \$1,300.00, 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: December 4, 2020

---

Residential Tenancy Branch