



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, OPN, MNRL-S, FFL; CNR, OLC, MNDCT; CNR, OLC, MNDCT

### Introduction

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

- an order of possession for unpaid rent and based on the tenant's notice to end tenancy, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; 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:

- cancellation of the landlords' Ten Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62; and
- a monetary order for compensation of \$35,000.00 under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67.

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

- cancellation of the landlords' Ten Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62; and
- a monetary order for compensation of \$35,000.00 under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67.

“Landlord KT” did not attend this hearing, which lasted approximately 55 minutes. Landlord FC (“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 she had permission to represent landlord KT (collectively “landlords”) at this hearing. The landlord stated that the landlords’ agent had permission to speak on behalf of both landlords at this hearing.

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

Both parties confirmed that they wanted to proceed with the hearing and settle all three applications. Based on the consent of both parties, I proceeded with the 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 March 31, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlords agreed that all of their notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
3. The tenant agreed to pay the landlords \$16,200.00 by March 31, 2021, which the landlord agreed to accept towards all outstanding rent for this tenancy and rental unit from October 1, 2020 to March 31, 2021;
4. The landlords agreed to bear the cost of the \$100.00 filing fee paid for their application;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of all three of their applications at this hearing.

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 at the hearing that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

During the hearing, I repeatedly confirmed the above settlement terms with the tenant. The tenant repeatedly affirmed, under oath, that he was agreeable to the above settlement terms and that he understood they were legal, final, binding and enforceable. The tenant repeatedly affirmed, under oath, that he agreed and understood that he could not change the settlement terms after the hearing was over, that he could not change or cancel the order of possession or the monetary order, and that he was making the above agreement of his own free will, without pressure from anyone else. The tenant repeatedly affirmed, under oath, that he knew he had to vacate the rental unit by March 31, 2021 and pay the landlord \$16,200.00 by March 31, 2021. The landlords' agent repeatedly informed the tenant during the hearing, that the tenant had to vacate the rental unit, that there would not be an extension of his tenancy agreement, and that the tenant could not continue his tenancy after March 31, 2021; the tenant reconfirmed the above information with the landlords' agent repeatedly during the hearing. This hearing lasted 55 minutes because the tenant repeatedly reconfirmed the above settlement terms throughout the hearing.

### Conclusion

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 March 31, 2021, 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.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlords' favour in the amount of \$16,200.00. I deliver this Order to the landlords in support of the above agreement for use only in the event that the tenant does not abide by condition #3 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.

All of the landlords' notices to end tenancy, issued to the tenant to date, are cancelled and of no force or effect.

The landlords must bear the cost of the \$100.00 filing fee paid for their application.

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

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: February 04, 2021

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Residential Tenancy Branch