



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC-MT, LRE, OLC, LAT, AS, FFT

Introduction

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

- more time to make an application to cancel the landlords' One Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 66;
- cancellation of the landlords' 1 Month Notice, pursuant to section 47;
- an order restricting the landlords' right to enter the rental unit, pursuant to section 70;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 62;
- authorization to change the locks to the rental unit, pursuant to section 70;
- an order allowing the tenants to assign or sublet because the landlords' permission has been unreasonably withheld, pursuant to section 65; and
- authorization to recover the filing fee for their application, pursuant to section 72.

"Tenant JF" did not attend this hearing, which lasted approximately 41 minutes. The two landlords (male and female), the landlords' agent, tenant CF ("tenant"), and the tenants' advocate 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 confirmed that their agent had permission to represent them at this hearing. The tenant stated that her agent had permission to represent both tenants at this hearing.

The female landlord stated that the landlords did not receive a copy of the tenants' application for dispute resolution hearing package. She claimed that she called into the Residential Tenancy Branch ("RTB") and obtained the hearing information in order to call into this hearing.

Both parties confirmed that they wanted to proceed with the hearing and settle this application. The landlords confirmed that they wanted to settle the tenants' application, despite not receiving a copy of it from the tenants. 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 6:00 p.m. on April 30, 2021, by which time the tenants 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 tenants, to date, are cancelled and of no force or effect;
3. The tenants agreed to bear the cost of the \$100.00 filing fee paid for their application;
4. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application 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 she was agreeable to the above settlement terms and that she understood they were legal, final, binding and enforceable. The tenant repeatedly affirmed that she was making the above agreement of her own free will, without being forced by anyone. The tenant repeatedly affirmed that she knew she had a choice between a hearing decision and a settlement agreement and that she wanted to make a voluntary settlement with the landlords. The tenant affirmed that she knew she and her children had to vacate the rental unit by April

30, 2021. This hearing lasted 41 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 6:00 p.m, on April 30, 2021, to be used by the landlord(s) **only** if the tenant(s) do not abide by condition #1 of the above settlement. The tenant(s) must be served with this Order as soon as possible after they do not comply with the above agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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

The tenants 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 18, 2021

Residential Tenancy Branch