



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CENTURY 21 LAKESIDE REALTY LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction

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

- cancellation of the landlords' Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated January 5, 2021 ("10 Day Notice"), pursuant to section 46.

The two individual landlords (male and female), 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. This hearing lasted approximately 11 minutes.

The two individual landlords confirmed that they were the owners of the rental unit and that they gave permission to their agent to speak on their behalf at this hearing. The landlords' agent confirmed that she was employed by the landlord company named in this application and that she had permission to represent it.

The hearing began at 11:00 a.m. with only the two individual landlords, the landlords' agent and I present. The tenant called in late at 11:02 a.m. I informed the tenant about what occurred in her absence. The hearing ended at 11:11 a.m.

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

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the landlord company name and to add the two individual owners as respondents-landlords. Both parties consented to these amendments during the hearing.

I explained the hearing and settlement process to both parties. Both parties confirmed that they wanted to proceed with the hearing and settle this application. Based on the consent of both parties, I proceeded with the hearing and recorded the settlement between both parties.

### 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 April 9, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlords agreed that their 10 Day Notice, dated January 5, 2021, was cancelled and of no force or effect;
3. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her 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.

### 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 April 9, 2021, to be used by the landlord(s) **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 she 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.

The landlords' 10 Day Notice, dated January 5, 2021, is cancelled and of no force or effect.

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: April 06, 2021

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Residential Tenancy Branch