



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, LRE

Introduction

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

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated January 15, 2021 ("10 Day Notice"), pursuant to section 46; and
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70.

"Tenant QA" did not attend this hearing, which lasted approximately 15 minutes. Tenant SS ("tenant"), the landlord, and the landlord's agent 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 tenant confirmed that he had permission to represent tenant QA, who is his son, as an agent at this hearing (collectively "tenants"). The landlord confirmed that his agent, who is his wife, had permission to assist him at this hearing because he was wearing hearing aids.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to correct the spelling of the surname of the landlord and the landlord's agent. I find no prejudice to either party in making these amendments.

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. Neither party made any requests for adjournment or accommodation.

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 30, 2021, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that his 10 Day Notice, dated January 15, 2021, was cancelled and of no force or effect;
3. Both parties agreed to meet at 1:00 p.m. on April 30, 2021 to perform a move-out condition inspection and report at the rental unit;
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.

Conclusion

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

The landlord's 10 Day Notice, dated January 15, 2021, is cancelled and of no force or effect.

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 30, 2021, to be used by the landlord **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 she does 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.

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 16, 2021

Residential Tenancy Branch