



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

For the tenants: CNC, CNR, OLC, FF  
For the landlord: OPC, MNDC, FF

### **Introduction, Preliminary and Procedural Matters-**

This hearing was convened as the result of the cross applications of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The tenants applied for the following:

- an order cancelling the One Month Notice to End Tenancy for Cause (One Month Notice) issued by the landlord;
- an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) issued by the landlord;
- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement; and
- to recover the cost of the filing fee.

The landlord applied for the following:

- an order of possession of the rental unit pursuant to the One Month Notice to End Tenancy for Cause served to the tenants;
- compensation for a monetary loss or other money owed by the tenants; and
- to recover the cost of the filing fee.

Tenant CL and the landlord attended the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process.

The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited under the Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, both parties affirmed they were not recording the hearing. The parties did not have any questions about my direction pursuant to RTB Rule 6.11.

Thereafter the parties presented their evidence orally, referred to relevant evidence submitted prior to the hearing, responded to the other's evidence, and made submissions to me.

An opportunity was given to resolve the primary issue in the applications and the parties agreed to resolve the matters in their respective applications involving the Notices to end the tenancy.

The parties were informed that their applications were severed, and I would deal only with the primary issue, which I determined to be whether this tenancy would end or continue. Any other remaining issues involving this tenancy may be dealt with in other applications for dispute resolution.

### **Settlement and Conclusion**

During the hearing the parties reached a settlement. Pursuant to section 63 of the Act, I record their agreement in this Decision and resulting order. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the parties' claims.

The parties were informed that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. The tenant agrees to vacate the rental unit by 1:00 p.m. Pacific Time on August 31, 2021;
2. The tenant understands the landlord will be issued an order of possession of the rental unit, based upon the settled agreement, and that if the tenants fail to vacate the rental unit by 1:00 p.m. Pacific Time, August 31, 2021, the landlord may serve the order of possession on the tenants for enforcement purposes; and

3. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the parties' respective applications regarding possession of the rental unit.

I order the parties to comply with their settlement and the resulting order.

The tenant is cautioned that if she does not voluntarily comply with the order of possession, **costs of such enforcement, such as bailiff fees, are subject to recovery from the tenants.**

The tenant understands that the order of possession of the rental unit is also enforceable against co-tenant SL.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

As this matter was settled, I have not granted either party recovery of their filing fee.

This decision containing the recorded settlement of the parties 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: May 20, 2021

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Residential Tenancy Branch