



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FFT

Introduction

This hearing was convened by way of conference call in response to Applications for Dispute Resolution filed by the Tenants on March 08, 2021 and May 08, 2021. The Tenants applied as follows:

- To dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities issued in March of 2021 (the “March Notice”)
- To recover the filing fee
- To dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities issued in April of 2021 (the “April Notice”)

The Tenants appeared at the hearing. The Agents for the Landlord appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

The Agents provided the Landlord’s full legal name and correct spelling which is reflected in the style of cause.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing packages and evidence.

The Agents confirmed receipt of the hearing package for the Application filed March 08, 2021 in relation to the March Notice. The Agents confirmed receipt of the Tenants’ evidence, other than a transaction history. The Agents could not confirm receipt of the hearing package for the Application filed May 08, 2021.

The Tenants advised that they did not serve the hearing package for the Application filed May 08, 2021 on the Landlord because they wanted to withdraw the Application. The Tenants mentioned that they paid the rent as required in relation to the April Notice.

The Tenants said they thought they had served the transaction history on the Landlord but would look for the email. I told the Tenants to let me know when they had found the email and we would address this further. This was not addressed further at the hearing because the parties came to a settlement agreement.

The Tenants confirmed receipt of the Landlord's evidence.

In relation to the Application filed May 08, 2021, it is dismissed with leave to re-apply given the Tenants did not serve the hearing package on the Landlord. However, the Tenants and Agents agreed during the hearing that the April Notice had been cancelled because the Tenants paid the outstanding rent. The parties disagreed about whether the outstanding rent was paid within the five-day time limit. However, the Agents confirmed the Landlord is not seeking an Order of Possession based on the April Notice. Given this, I did not consider the April Notice or whether the Landlord was entitled to an Order of Possession based on the April Notice pursuant to section 55(1) of the *Residential Tenancy Act* (the "Act").

Given the above, I told the parties we would proceed with the Application filed March 08, 2021 in relation to the March Notice.

There was no issue that there is a tenancy agreement between the parties in relation to the rental unit.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision. If they did come to an agreement, I would write out the agreement in my written decision. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later.

The parties did not have questions about the above and agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily. The Agents confirmed they understood the Landlord will be bound by the settlement agreement.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Tenants will pay the Landlord \$1,600.00 for June rent by June 18, 2021.
2. The Tenants will leave the LG front loading washer and dryer, which are currently in the rental unit, in the rental unit at the end of the tenancy and these will become the property of the Landlord.
3. The Landlord waives their right to collect any further monies owing for outstanding rent or utilities from during the tenancy up until June 30, 2021.
4. The tenancy will end, and the Tenants will vacate the rental unit, no later than 8:00 p.m. on June 30, 2021.
5. The Tenants withdraw their request to recover the filing fee.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is issued an Order of Possession effective at 8:00 p.m. on June 30, 2021. If the Tenants do not comply with the settlement agreement, this Order must be served on the Tenants. If the Tenants do not comply with the Order, it may be filed in the Supreme Court and enforced as an order of that Court.

The Landlord is issued a Monetary Order in the amount of \$1,600.00. If the Tenants do not comply with the settlement agreement, this Order must be served on the Tenants. If the Tenants do not comply with the Order, it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: June 15, 2021

Residential Tenancy Branch