



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FFT

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 March 4, 2021 ("10 Day Notice"), pursuant to section 46; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The "female tenant" did not attend this hearing, which lasted approximately 12 minutes. The landlord, the male tenant ("tenant"), and the tenants' 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 landlord confirmed that he had permission to represent the owner of the rental unit, who is his mother-in-law. The tenant confirmed that he had permission to represent the female tenant at this hearing (collectively "tenants"). The tenant confirmed that his agent, who is his son, had permission to represent the tenants at this hearing.

At the outset of the hearing, I informed both parties that they were not permitted to record the hearing, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. During the hearing, the landlord, the tenant, and the tenants' agent all affirmed under oath that they would not record this hearing.

Both parties confirmed that they were ready to proceed with the hearing and they wanted to settle this application. Neither party made any adjournment or accommodation requests.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application and both tenants were duly served with the landlord's evidence.

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 their dispute:

1. The tenants agreed to pay full rent of \$1,158.01 to the landlord by the first day of each month beginning on July 1, 2021 and for the remainder of this tenancy, until the rent is legally changed in accordance with the *Act*;
2. The tenants agreed to pay the landlord \$3,410.15 total, by paying \$150.00 each month beginning on July 1, 2021, until the above amount is paid off, and the landlord agreed to accept the above amount for unpaid rent from April 1, 2020 to June 30, 2021;
3. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenants abide by conditions 1 AND 2 above. In that event, the landlord's 10 Day Notice, dated March 4, 2021, is cancelled and of no force or effect;
4. Both parties agreed that this tenancy will end pursuant to a twenty-one (21) day Order of Possession, which expires on June 17, 2022, if the tenants do not abide by conditions 1 OR 2 above;
5. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. 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 this dispute. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles their dispute.

Conclusion

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

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached twenty-one (21) day Order of Possession to be used by the landlord **only** if the tenant(s) do not abide by conditions 1 OR 2 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on June 17, 2022** and it cannot be served upon the tenant(s) after **June 17, 2022**. The tenant(s) must be served with this Order in the event that the tenant(s) do not abide by conditions 1 OR 2 of the above settlement. 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.

In the event that the tenant(s) abide by conditions 1 AND 2 of the above settlement, I find that the landlord's 10 Day Notice, dated March 4, 2021, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$3,410.15, the current amount of rent owing for this tenancy. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the landlord \$3,410.15 as per condition 2 of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The tenants must bear the cost of the \$100.00 filing fee paid for this application.

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: June 17, 2021

Residential Tenancy Branch