



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Eightland Properties Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause dated May 18, 2021 ("One Month Notice"), and to recover the \$100.00 cost of their Application filing fee.

The Tenants and an agent for and the owner of the corporate Landlord, W.K. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process.

During the hearing the Tenants and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Tenants provided the Parties' email addresses in the Application and they confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Early in the hearing, I asked the Agent for the Landlord's name in this matter, as the landlord identified on the Application was different than that in the tenancy agreement and the One Month Notice. The Agent advised me of the name of the corporate landlord ("Landlord"), and that he is the owner and property manager of this company. As such, I amended the Respondent's name in the Application, pursuant to section 64 (3) (c) and Rule 4.2.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree to mutually withdraw the One Month Notice dated May 18, 2021.
2. The Tenants withdraw their Application in full, as part of this mutually agreed Settlement.
3. The Tenants agree to pay the rent owing by or before the first day of each month of the tenancy.
4. The Tenants agree that if they are going to be late with their rent payment, that they will tell the Agent this and also tell him on what date they are going to pay the rent – and to pay it on that day.
5. The Tenants agree to clean up the fenced area that was initially intended as a dog run, but which the Parties agreed has been used as a "junk corridor for a lot of stuff not cleaned up on a regular basis", according to the Agent
6. The Tenants agree to clean and tidy the fenced area noted above on a weekly basis.
7. The Agent agrees to attend the residential property on at least a monthly basis to

remove extra garbage that may collect; however, the Tenants agree to keep any garbage with kitchen waste in the garbage bin and not leave any outside for rodents to chew.

8. The Parties agree that the tenancy shall continue until ended in accordance with the Act.
9. The Parties agree that they entered into this Agreement completely voluntarily.
10. The Parties agree that the Landlord may seek an order of possession from the Residential Tenancy Branch, based on this Settlement Agreement, if the Tenants do not comply with this Settlement Agreement, and based on the Landlord having served the Tenants with another One Month Notice to End Tenancy for Cause.

This Settlement Agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this Agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

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 that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

I note that the Parties expressed appreciation to each other for the other's willingness to be flexible in these matters and the willingness to work at finding a solution. The Agent said, "otherwise, they're good tenants."

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby Order that the One Month Notice to End Tenancy for Cause dated May 18, 2021 is cancelled and is of no force or effect.

I Order the Parties to comply with their Settlement Agreement described above. The tenancy shall continue until ended in accordance with the Act.

This Decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 23, 2021

Residential Tenancy Branch