



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, PSF, MNRT, MNDCT, LAT, RP, ERP, OLC

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 May 5, 2021 ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65;
- a monetary order of \$527.06 for the cost of emergency repairs and compensation of \$1,925.00 for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- authorization to change the locks to the rental unit, pursuant to section 70;
- an order requiring the landlord to complete regular and emergency repairs to the rental unit, pursuant to sections 32 and 33; and
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62.

The landlord, the male tenant ("tenant") and the "female tenant" attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

This hearing began at 1:30 p.m. and ended at 2:11 p.m., for a total of 41 minutes.

The landlord confirmed that he was the owner of the rental unit. The tenant confirmed that he had permission to represent the female tenant, who did not testify at this hearing (collectively "tenants").

At the outset of this hearing, I informed both parties that Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by anyone. Both the landlord and tenant separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want me to make a decision, and they wanted to settle this application. Neither party made any adjournment or accommodation requests.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to correct the spelling of the rental unit street name and the landlord's surname. Both parties consented to these amendments during the hearing.

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. The tenants agreed to pay the landlord October 2021 rent of \$2,000.00 by October 1, 2021;
2. Both parties agreed that this tenancy will end by 1:00 p.m. on October 31, 2021, by which time the tenants and any other occupants will have vacated the rental unit, in the event that the tenants abide by condition 1 above;
3. Both parties agreed that this tenancy will end pursuant to a two (2) day Order of Possession, if the tenants do not abide by condition 1 above;
4. The tenants agreed that they will not initiate any future claims or applications, with respect to their monetary claims in this application;
5. 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 that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

During the hearing, I repeatedly confirmed the above settlement terms with the landlord and tenant. Both parties repeatedly affirmed, under oath, that they were voluntarily agreeing to the above settlement terms and they understood they were legal, binding, and enforceable. Both parties repeatedly affirmed, under oath, that they agreed and understood that they could not change the settlement terms after the hearing was over and they knew it was a full and final settlement of this application. The tenant was given ample time to discuss and review the terms of this settlement with the female tenant during this hearing, and he could be heard talking to her during this hearing. This hearing lasted 41 minutes to facilitate both parties' repeated questions and comments.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 41-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them.

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 two (2) day Order of Possession 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 a copy of this Order. 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 condition 1 of the above settlement, this tenancy continues only until 1:00 p.m. on October 31, 2021.

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: September 20, 2021

Residential Tenancy Branch