



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

The Tenant has applied to cancel a 10-day Notice to End Tenancy pursuant to s. 46 of the *Residential Tenancy Act* (the “Act”).

D.S. appeared as agent for the Landlord. D.B. and D.M. appeared on their own behalf as Tenants.

Both parties affirmed to tell the truth during the hearing. The parties were given a full opportunity to be heard, to present sworn testimony, question the other party and to make submissions. I advised the parties of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

At the outset of the hearing, the D.S. confirmed he worked as agent for the Landlord and that the Landlord is a corporate entity. I have amended the style of cause to reflect the corporate Landlord.

The present dispute is with respect to a tenancy that began on January 1, 2021. The parties confirmed rent is \$1,295.00 per month and that the Landlord holds a security deposit of \$647.50 in trust for the Tenants.

Analysis

Pursuant to section 63 of the Act, I 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 or an order. During the hearing, the parties

discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

- The Tenants will provide vacant possession to the Landlord on November 30, 2021 at 1:00 PM.
- The Tenants are to pay overdue rent for the months of August 2021 and September 2021, totalling \$2,590.00, to the Landlord.

I advised the Tenant of their obligation to pay rent and that rent for October 2021 and November 2021 was payable when it is due.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

Conclusion

In accordance with the parties' settlement, I make the following orders:

- 1) Pursuant to s. 55, the Landlord shall have an order for possession to take effect at 1:00 PM on November 30, 2021.
- 2) Pursuant to s. 67, the Tenants are to pay the Landlord \$2,590.00, representing overdue rent for the months of August 2021 and September 2021.

It is the Landlord's obligation to serve the orders on the Tenants.

If the Tenants do not comply with the monetary portion of this order, it may be filed with the Small Claims Division of the Provincial Court and enforced as an order of that Court. If the Tenants do not comply with the order of possession after it takes effect, it may be filed with the Supreme Court of British Columbia 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 *Residential Tenancy Act*.

Dated: September 22, 2021

Residential Tenancy Branch