



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC-MT, OLC, MNDCT, LRE

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for more time to apply to cancel the eviction notice; to cancel a One Month Notice to End Tenancy for Cause dated June 13, 2021 ("One Month Notice"); for a monetary claim of \$1,100.00 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for an order directing the Landlord to comply with the Act, regulation or tenancy agreement; and to suspend or restrict the Landlord's right to enter.

The Tenants, the Landlord, and an agent for the Landlord, H.F., 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 it. During the hearing the Tenants and the Landlord 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.

The Landlord stated that he had received the Notice of Hearing with the Tenants' Application, and claims, but no evidence in what he was served by them. As a result, I declined to consider the Tenants' evidence in making this Decision. The Tenants confirmed that they had received the Landlord's evidence.

Preliminary and Procedural Matters

Early in the hearing, I advised the Parties that Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance, the Tenants indicated different matters of dispute on the application, the most urgent of which is the application to set aside a One Month Notice. I find that not all the claims on the Application are sufficiently related to be determined during this proceeding. I will,

therefore, only consider the Tenants' request for more time to apply to cancel the One Month Notice; and for an Order setting aside the One Month Notice. Therefore, the Tenants' other claims are dismissed, with leave to re-apply, depending on the outcome of this hearing.

The Tenant 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.

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 June 13, 2021.
2. The Tenants agree to withdraw their Application in full as part of this mutually agreed Settlement.
3. The Parties agree that the Tenants may remain in the residential property until December 5 at 1:00 p.m.
4. The Tenants agree to pay the Landlord \$550.00 on December 1 for these days overholding in the rental unit in December.
5. The Landlord agrees that by December 1, 2021, they will provide the Tenants with a calculation of the amount owing on utilities, as of November 30, 2021.
6. The Tenants agree that on December 1, 2021, they will pay the Landlord the amount owing on utilities to the end of November 2021, as set out in the documents the Landlord provides to the Tenants regarding the calculation of utilities owing.

7. The Parties agree to do a move-out inspection of the residential property on **Sunday, December 5, 2021 at 12:00 p.m.**
8. The Landlord is authorized, and the Parties agreed that the Landlord will retain the Tenants' security deposit of \$550.00 until the Landlord determines the amount of utilities owing by the Tenants up to December 5, 2021. The Landlord is authorized to retain the amount of the Tenants' security deposit owing from the utilities to December 5, 2021. The Landlord is Ordered to either (a) return the balance of the Tenants' security deposit to them as soon as possible after the end of the tenancy and **by December 31, 2021** at the latest; or (b) apply for RTB dispute resolution as soon as possible to claim against the remaining security deposit, if the Landlord has a claim against the Tenants, and **by December 20, 2021..**
9. The Parties agree that the Landlord will be given Order of Possession from the Residential Tenancy Branch, based on this Settlement Agreement, and to be enforced if the Tenants have not vacated the rental unit by December 5, 2021, at 1:00 p.m. at the latest.
10. The Parties agree that this tenancy will end on the terms set out in this Settlement Agreement **on the condition** that the Tenants adhere to the vacating schedule, as stipulated above. The Landlord is granted an Order of Possession effective December 5, 2021, at 1:00 p.m., which is to be served on the Tenants and enforced only if the Tenants do not adhere to the vacating schedule stipulated above. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. If the Tenants comply with the above vacating schedule, this Order will become void and unenforceable, and the tenancy will end in accordance with this Settlement Agreement.
11. The Parties agree that they entered into this Agreement completely voluntarily.

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.

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 June 13, 2021, is cancelled and is of no force or effect.

In addition, in support of the Settlement described above, and with agreement of both Parties, I grant the Landlord a conditional **Order of Possession**, to serve and enforce upon the Tenants, if necessary, **effective on December 6, 2021 at 1:00 p.m., after service of the Order** on the Tenants. This Order must be served on the Tenants, if the Tenants fail to adhere to the terms of the Settlement Agreement.

I Order the Parties to comply with their Settlement Agreement described above.

The tenancy shall continue until ended in accordance with the Settlement Agreement.

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: November 15, 2021

Residential Tenancy Branch