



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the Tenant's application pursuant to the *Residential Tenancy Act* (the "**Act**") to:

- Cancel a 10 Day Notice for unpaid rent or utilities pursuant to s. 46(4).

This hearing was convened by way of conference call. Both parties 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 receipt of the tenants' Notice of Dispute and evidence. Tenant 1 confirmed receipt of the Landlord's submission. Tenant 2 stated he had not received the landlord's evidence directly but rather learned of it through Tenant 1. Upon review of the documents and canvassing Tenant 2, I determined this issue did not prejudice the tenant. I find that all parties were duly served.

The parties were informed at the start of the hearing that recording of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. In addition, the parties were informed that if any recording was made without the director's authorization and used for any purpose, the recording party would be referred to the RTB compliance Enforcement Unit for the purpose of an investigation under the *Act*.

Settlement

Pursuant to section 63 of the *Residential Tenancy Act* (the "**Act**"), an 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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, 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.

1. On an unspecified date in October 2021, the tenants partially vacated the rental unit without notice. At the hearing, the tenants confirmed, and the landlord agreed, to an end of tenancy effective December 31, 2021 steps stipulated below. I therefore find the tenancy ends effective December 31, 2021, pursuant to s. 44(1)(d). As the application before me is to cancel the notice to end tenancy, I order the tenant's application seeking to cancel the notice to end tenancy dismissed pursuant to s. 62(4), without leave to reapply.
2. The Landlord waived the remaining \$800.00 in rent owed for October 2021.
3. The Tenants agreed that the Landlord will retain the sum of \$1600.00 from the pet damage deposit and security deposit in lieu of the outstanding rent for November 2021.
4. The Tenants will send the Landlord an itemized list of effects left in the suite.
5. Once the Landlord receives the list, the Landlord will pack up the remaining items and store them for the Tenants, free of charge, for no longer than up to and including June 30, 2022.
6. The Tenants will arrange for and pay a cleaning service to clean the suite, coordinating dates/times with the Landlord.
7. The Tenants waived their right to participate in the final inspection of the unit; the Landlord will conduct the inspection and send the Tenants both the initial and final documentation to retain for their files.
8. The Tenants proposed a payment schedule agreed to by the Landlord for the \$1600.00 in arrears owed for the December 2021 rent. As the Arbitrator does not have the authority to enforce the payment schedule, I will issue the Landlord a Monetary order that can be filed with the Small Claims Court for enforcement.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

Conclusion

I order that the tenant's application seeking to cancel the notice to end tenancy is dismissed pursuant to s. 62(4), without leave to reapply.

In support of the agreement described above, the Landlord is granted an order to retain the pet damage and security deposit in the amount of \$1600.00.

To give effect to the settlement reached between the parties, I issue the attached monetary order ordering the Tenants to pay the Landlord the sum of \$1600.00.

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: December 3, 2021

Residential Tenancy Branch