



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Westward Inn & Suites
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Landlord: OPM
Tenant: DRI, CNC, LRE, OLC

Introduction

This was a cross application hearing that dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the One Month Notice to End Tenancy, pursuant to section 47;
- disputation of a rent increase, pursuant to section 43;
- an Order to restrict or suspend the landlord's right to enter, pursuant to section 70; and
- an Order for the landlord to comply with the *Act*, regulation, and/or the tenancy agreement, pursuant to section 62.

This hearing also dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order of Possession for Mutual Agreement to End Tenancy, pursuant to section 55.

The tenants and an agent for the landlord (the "agent") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Both parties confirmed their email addresses for service of this decision and order.

Preliminary Issue- Amendment

The tenants' application for dispute resolution did not provide the landlord's entire name. The agent testified to the full legal name of the landlord. Both parties consented to the amendment of the tenants' application for dispute resolution to state the correct legal name of the landlord. Pursuant to section 64 of the *Act*, I so amend.

Analysis

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 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. The landlord agrees to cancel the One Month Notice to End Tenancy for Cause dated September 7, 2021.
2. The landlord agrees to cancel the Mutual Agreement to End Tenancy in which the tenants agreed to vacate the subject rental property by July 29, 2021.
3. The tenants agree to vacate the subject rental property by March 1, 2022.
4. The tenants agree that if they end the tenancy prior to March 1, 2022, they will provide the landlord with at least one month's notice.
5. The tenants agree to pay rent in the amount of \$1,300.00 on the 29th day of each month for the following month's rent.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both 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.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession to the landlord

effective at **1:00 p.m. on March 1, 2022**, which should be served on the tenants. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 17, 2021

Residential Tenancy Branch