



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ABC REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, CNR, FFT

### Introduction

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

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The "female tenant" did not attend this hearing, which lasted approximately 39 minutes. The landlord's agent and the male tenant ("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.

Both parties provided their names, spelling, and email addresses for me to send this decision to them after the hearing.

The landlord's agent stated that she is a property manager for the landlord company ("landlord") named in this application. She said that the landlord is the authorized agent for the owner, who owns the rental unit. She confirmed that she had permission to represent the landlord and owner at this hearing. She provided the rental unit address.

The tenant confirmed that he had permission to represent the female tenant, who is his wife, at this hearing (collectively "tenants").

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. The landlord's agent and the tenant both separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed both parties that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

The landlord's agent confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application.

### 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. Both parties agreed to meet at the tenants' rental unit at 1:00 p.m. on March 7, 2022, to complete the following:
  - a. The landlord will complete an inspection of the tenants' rental unit;
  - b. Both parties agreed to sign a new RTB-1 form standard tenancy agreement;
  - c. Both parties agreed to discuss the landlord's new addendum to the tenancy agreement and determine whether they will sign it;
  - d. The tenants agreed to provide the landlord with 12 post-dated rent cheques;
2. Both parties agreed that rent of \$7,000.00 plus utilities of \$200.00, totalling \$7,200.00, is payable by the tenants to the landlord, by the first day of each month, by March 1, 2022, and April 1, 2022;

3. Both parties agreed that rent of \$7,108.00 plus utilities of \$200.00, totalling \$7,308.00, is payable by the tenants to the landlord, by the first day of each month, beginning on May 1, 2022;
4. The landlord agreed that all of the landlord's notices to end tenancy, issued to the tenants, to date, are cancelled and of no force or effect.
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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 39-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed that they fully understood the above settlement terms and were agreeable to them.

The landlord's agent affirmed that she had permission to make this agreement on behalf of the landlord and the owner of the rental unit. The tenant affirmed that he had permission to make this agreement on behalf of the female tenant.

#### Filing Fee

Both parties did not discuss the tenants' application to recover the \$100.00 filing fee.

The filing fee is a discretionary award usually issued by an Arbitrator after a full hearing is conducted on the merits of the applicant's application, a decision is made, and the applicant is successful. Both parties settled this application, and I was not required to conduct a full hearing or make a decision on the merits of the tenants' application. Accordingly, I dismiss the tenants' application to recover the \$100.00 filing fee, without leave to reapply.

#### Conclusion

I order both parties to comply with all of the above settlement terms.

All of the landlord's notices to end tenancy, issued to the tenants, to date, are cancelled and of no force or effect.

The tenants' application to recover the \$100.00 filing fee is dismissed without leave to reapply.

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: March 01, 2022

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Residential Tenancy Branch