



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR, CNC, OLC**

Introduction

This reconvened hearing dealt with the Tenants' application for dispute resolution ("Application") pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent and/or Utilities dated November 5, 2021 ("10 Day Notice") pursuant to section 46;
- cancellation of a One Month Notice to End Tenancy for Cause dated October 28, 2021 ("1 Month Notice") pursuant to section 47; and
- an Order that the Landlord comply with the Act, *Residential Tenancy Regulations* ("Regulations") and/or tenancy agreement pursuant to section 62.

The original hearing of this application was held on January 24, 2022 ("Original Hearing"). The hearing lasted over the allotted one hour scheduled for it and the Landlord and Tenants had not completed their testimony and submissions. As a result, pursuant to Rule 7.8 of the *Residential Tenancy Branch Rules of Procedure* ("RoP"), I adjourned the hearing and issued a decision dated February 6, 2022 ("Interim Decision"). The Interim Decision and Notices of Dispute Resolution Proceeding for this adjourned hearing were served on the parties by the Residential Tenancy Branch ("RTB").

The Landlord's agents ("SA", "JS", "MB" and "BF") and the two Tenants ("MS" and "JB") attended the Original Hearing and this reconvened hearing. They were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. A witness for the Tenants ("AV") also attended and gave testimony when required at the Original Hearing.

MS testified the Tenants applied for an Order of Substituted Service to allow the Tenants to serve the Notice of Dispute Resolution Proceeding ("NDRP") and evidence by a method other than permitted by section 89 of the Act. An

Order of Substituted Service (“S/S Order”) was granted pursuant to a decision of an adjudicator dated December 13, 2021 that granted the Tenants permission to serve the NDRP and the Tenants’ evidence on the Landlord by email. MS testified that, pursuant to the S/S Order, the Tenants served the NDRP and some of the Tenants’ evidence on the Landlord by email on November 8, 2021, The Landlord confirmed receipt of the NDRP and some of the Tenant’s Evidence. I find the NDRP and some of the Tenant’s evidence was served by the Tenants on the Landlord pursuant to section 89 of the Act.

PM stated the Landlord served evidence on each of the Tenants by registered mail on December 21, 2021. PM submitted registered mail receipts to corroborate his testimony. I find that Tenants were served with the Landlord’s evidence pursuant to section 88 of the Act.

Settlement Agreement

Pursuant to section 63 of 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.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to cancel the 1 Month Notice;
2. The Tenants agree to withdraw the Application;
3. The Tenants must vacate the rental unit not later than 1:00 pm on May 31, 2022;
and
4. The Tenants agree to pay the rent, when it is due, to the Landlord under the tenancy agreement until the tenancy ends on May 31, 2022.

These particulars comprise the full and final settlement of all aspects of the Tenants dispute against the Landlord. 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 claims made in the Application.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Landlord an Order of Possession effective at 1:00 pm on May 31, 2022. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in 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: April 21, 2022

Residential Tenancy Branch