



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SPIRIT RIDGE OWNERS ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, FFT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on April 14, 2022 (the “Application”). The Tenant applied to dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities dated April 14, 2022 (the “Notice”). The Tenant also sought to recover the filing fee.

T.K. and D.B. attended the hearing for the Tenant. Landlords K. and D.T. attended the hearing. Landlord K. appeared for Landlord K.K. who was not present.

The parties confirmed this matter involved a residential tenancy because the Tenant rents the rental unit, which is a house, for their employees to live in.

I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. Landlords K. and D.T. confirmed receipt of the hearing package. There were issues with service of the evidence; however, I do not find it necessary to detail these here because the parties came to a settlement agreement.

There was no issue that the RTB has jurisdiction to decide this matter.

During the hearing, it became clear that all parties wanted the same outcome and therefore I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the settlement option to the parties and told the parties that settlement discussions are voluntary meaning neither party has any obligation to discuss settlement or come to an agreement. A settlement discussion ensued, and the parties came to the agreement outlined below.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. I confirmed the parties were agreeing to the settlement agreement voluntarily.

Settlement Agreement

The Landlords and Tenant agree as follows:

1. The Notice is cancelled.
2. The Tenant withdraws the request to recover the filing fee.
3. The tenancy will continue. The written tenancy agreement signed by Landlord K. on January 08, 2022, and for the Tenant on January 09, 2022, for a fixed term starting February 01, 2022, and ending December 31, 2022, is valid and is the current tenancy agreement between the parties (the "Current Tenancy Agreement").
4. The handwritten term on page 2 of 6 of the Current Tenancy Agreement which states, "as per email from [Landlord D.T.]; cheques are to be paid to [Landlord K.]", is deleted and replaced with the term that the Tenant will make any payments due pursuant to the Current Tenancy Agreement payable to Landlord D.T. alone. Landlord D.T. will pick up payments from the Tenant.
5. The Landlords currently hold a \$1,500.00 security deposit for the Current Tenancy Agreement.
6. The Tenant will give Landlord D.T. a copy of the Current Tenancy Agreement by June 24, 2022.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: June 16, 2022

Residential Tenancy Branch