



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

SETTLEMENT DECISION

Dispute Codes **LRE, FFT**
 CNC, OLC, LRE, FFT

Introduction

This hearing dealt with the tenants' two applications for dispute resolution. The tenants' first application for dispute resolution was filed on February 24, 2022, pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order that the landlord's right to enter be suspended or restricted, pursuant to section 70; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The tenants' second application for dispute resolution was filed on April 28, 2022, pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47;
- an Order that the landlord comply with the Tenancy Agreement, Act or Regulation, pursuant to section 62;
- an Order that the landlord's right to enter be suspended or restricted, pursuant to section 70; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

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. Counsel for the landlord attended the hearing.

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.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

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

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 April 24, 2022.
2. The tenants, and all other occupants agree to vacate the subject rental property by 1:00 p.m. on August 1, 2022.
3. The tenants agree to pay \$2,000.00 to the landlord by June 9, 2022.
4. The landlord agrees not to attend the subject rental property or garage until the parties meet for the move out condition inspection unless there is an emergency.
5. Both parties agree to meet at the subject rental property at 12:00 p.m. on August 1, 2022 to complete the move out condition inspection.

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 Monetary Order in the amount of \$2,000.00, which should be served on the tenants.

The Monetary Order should **only** be used by the landlord if the tenants do not abide by the terms of the settlement agreement. Should the tenants fail to comply with this Monetary Order, this Order may be filed and enforced as an Order of the Small Claims Court of British Columbia.

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 August 1, 2022**, which should be served on the tenants.

The Order of Possession should be used by the landlord **only** if the tenants do not abide by the terms of the settlement agreement. Should the tenants fail to comply with the settlement agreement, this Order of Possession 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: June 06, 2022

Residential Tenancy Branch