



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **RP, CNR**

### Introduction

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

1. Cancellation of the Landlord's One Month Notice to End Tenancy for Cause (the "One Month Notice") pursuant to Sections 47 and 62 of the Act; and,
2. An Order for repairs to the unit, I have contacted the Landlord in writing to make repairs but they have not been completed pursuant to Section 32 of the Act.

This hearing dealt also with the Landlords' cross application pursuant to the Act for:

1. An Order of Possession for a 10 Day Notice to End Tenancy for Unpaid Utilities pursuant to Sections 46 and 55 of the Act;
2. A Monetary Order to recover money for unpaid utilities pursuant to Sections 26, 46 and 67 of the Act; and,
3. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. One Landlord, IK, and one Tenant, JL, attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

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

### Settlement

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.

The parties were amenable to reach a mutual agreement on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The tenancy will end by way of mutual agreement at 1:00 p.m. on July 1, 2022;
2. The Landlords will be granted an Order of Possession for the above tenancy end date;
3. The Tenants agree to pay the Landlords \$16,200.09 which represents the total unpaid rent and utilities in this matter;
4. The Landlords will be granted a Monetary Order for \$16,200.09 which they can use if a satisfying payment plan is not reached between the parties;
5. The Parties are ordered to comply with all these settlement terms; and,
6. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement or the Act. Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement, I grant the Landlord an Order of Possession effective at 1:00 p.m. on July 1, 2022. The Order may be filed in and enforced as an Order of the Supreme Court of British Columbia.

I grant a Monetary Order to the Landlords in the amount of \$16,200.09. 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 Small Claims Division of the Provincial 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 Act.

Dated: June 24, 2022

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Residential Tenancy Branch