



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, FFT

Introduction

This hearing dealt with two Applications for Dispute Resolution (the Applications) filed by the Tenants under the Residential Tenancy Act (the Act) seeking:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities;
- Cancellation of a One Month Notice to End Tenancy for Cause; and
- Recovery of a filing fee.

The hearing was convened by telephone conference call at 11:00 AM on September 26, 2022, and was attended by the Tenant W.B., the advocate for the Tenants S.M (the Advocate), and an agent for the Landlord K.H. (the Agent). All parties provided affirmed testimony. As the Agent acknowledged service of the Notice of Dispute Resolution Proceeding (NODRP) for each of the Applications, and raised no concerns with regards to service dates or methods, the hearing therefore proceeded as scheduled and the parties were provided an opportunity to present their evidence and testimony for consideration.

The parties were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The Parties were also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation

to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy may continue until October 31, 2022, at 1:00 P.M., only if the following condition is met:
 - a. On or before 11:59 P.M. on Saturday October 1, 2022, the Tenants pay \$6,034.74 (which represents outstanding rent and late fees for September 2022 and rent for October 2022 in the amount of \$3,002.37) to the Landlord via interact, money order, or certified cheque.
2. If the Tenants abide by the above noted term, the Landlord agrees that the Tenancy may continue until October 31, 2022, at 1:00 P.M. at which time the Tenants agree to vacate the rental unit. The Landlord will be provided with an Order of Possession.
3. The Tenants understand that failure to abide by term 2 of this mutual settlement agreement will result in the termination of the tenancy effective at 1:00 P.M. on October 3, 2022, and that the Landlord will be provided with a Conditional Order of Possession for this purpose, as well as a conditional Monetary Order for the outstanding rent and fees owed for September 2022 (\$3,325.82), plus rent for October 1, 2022 – October 3, 2022 (\$293.45).
4. The Tenants agree that neither they nor any other occupants or guests will smoke in the rental unit, although they deny smoking at any point.
5. The rights and responsibilities of the parties under the Act, regulation, and tenancy agreement continue until the tenancy is ended in accordance with this agreement.
6. The Tenants agree to withdraw their Applications in full as part of this mutually settled agreement.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord the following orders:

- An Order of Possession effective at 1:00 P.M. on October 31, 2022;

- A Conditional Order of Possession effective October 3, 2022; and
- A Conditional Monetary Order.

The Landlord is provided with the Order of Possession effective October 31, 2022, 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.

The Landlord is also provided with the Conditional Order of Possession effective October 3, 2022. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenants **unless** the Tenants fail to meet the payment condition set out under section 2 of the mutual settlement agreement. 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. **If the Tenants comply with section 2 of this agreement, this Conditional Order of Possession is deemed to be of no force or effect.**

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a Conditional Monetary Order in the amount of **\$3,325.82** (\$3,325.82 in outstanding rent and fees for September 2022, plus \$293.45 in rent for October 1, 2022 – October 3, 2022). This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenants, unless they fail to abide by the payment arrangement set out under section 2 of the mutual settlement agreement. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. If the Tenants overhold the rental unit past October 3, 2022, the Landlord may file an application for dispute resolution seeking compensation for overholding and/or loss of rent, should they wish to do so.

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: September 26, 2022

Residential Tenancy Branch