



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AUSTEVILLE PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNC, CNR, FFT**

### **Introduction**

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

1. Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to Sections 46(1) and 62 of the Act;
2. Cancellation of the Landlord's One Month Notice to End Tenancy for Cause (the "One Month Notice") pursuant to Section 47 of the Act; and,
3. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord's Property Manager and Director of Finance, and one Tenant, and his Legal Advocate 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 agreeable to discuss reaching 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 Tenants agree that they understand rent is due on the first day of each month pursuant to Section 26(1) of the Act;
2. The Tenants agree to pay rent on the first day of each month;
3. The Landlord will be granted six Orders of Possession for tenancy end dates for October 31, 2022, November 30, 2022, December 31, 2022, January 31, 2023, February 28, 2023, and March 31, 2023, which can be used in any of those months if the Tenants do not pay rent on the first day of that month;
4. The Parties are ordered to comply with all these settlement terms; and,
5. 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. 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. All the Landlord's notices are cancelled.

To give effect to this agreement, the Tenants agree to pay rent on the first day of each month, and if they do not pay rent on the first day of the month, I grant the Landlord Orders of Possession effective at 1:00 p.m. on October 31, 2022, at 1:00 p.m. on November 30, 2022, at 1:00 p.m. on December 31, 2022, at 1:00 p.m. on January 31,

2023, at 1:00 p.m. on February 28, 2023, and at 1:00 p.m. on March 31, 2023 which can be used in the applicable month.

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: September 16, 2022

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Residential Tenancy Branch