



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, LRE, LAT, RPP, OLC

### Introduction

On May 23, 2022, the Tenants made an Application for Dispute Resolution seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”), seeking to restrict the Landlord’s right to enter pursuant to Section 70 of the *Act*, seeking authorization to change the locks pursuant to Section 31 of the *Act*, seeking a return of personal property pursuant to Section 65 of the *Act*, and seeking an Order to comply pursuant to Section 62 of the *Act*.

The Landlord attended the hearing, with A.K. attending as an agent for the Landlord. The Landlord confirmed his full legal name, and the Style of Cause on the first page of this Decision has been amended accordingly. The Tenants attended the hearing approximately 15-minute after it was scheduled to commence. I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of documents was discussed and addressed, and submissions were made with respect to the Notice. However, the parties turned their minds to settlement discussions.

### Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenants will remain in possession the rental unit, but must give up vacant possession of the rental unit on **November 1, 2022 at 1:00 PM**.
2. If condition 1 is breached, the Landlord is granted an Order of Possession that will be effective after service of the Order on the Tenants.
3. While the Tenants have not paid rent from January 2022 to October 2022, the Tenants must pay to the Landlord an amount of **\$7,500.00**, which the parties agreed would satisfy the amount of rental arrears owing for this time period.
4. If condition 3 is breached, the Landlord is granted a Monetary Order in this amount.
5. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of the settlement of this dispute.

### Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition with the

settlement agreement, the Landlord is granted a conditional Order of Possession effective on **November 1, 2022 at 1:00 PM** after service of the Order on the Tenants. Should the Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In addition, the Landlord is provided with a conditional Monetary Order in the amount of **\$7,500.00** in the above terms if the Tenants fail to comply with condition 3 of this settlement agreement. 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 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 *Residential Tenancy Act*.

Dated: October 5, 2022

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Residential Tenancy Branch