



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR**

Introduction

This hearing was convened as a result of the Tenants' application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") in which the Tenants sought cancellation of three Ten Day Notices to End Tenancy for Unpaid Rent and/or Utilities pursuant to section 46.

An agent ("CP") for the Landlord and one of the two Tenants ("CE") attended this hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure* ("RoP"). The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

CE stated the Tenants served the Notice of Dispute Resolution Proceeding and the Tenants' evidence (collectively the "NDRP Package") on the Landlord in-person on September 28, 2022. CP acknowledged the Landlord received the NDRP Package. I find the NDRP Package was served on the Landlord in accordance with the provisions of sections 88 and 89 of the Act.

CP stated the Landlord served its evidence on the Tenants in-person on November 8, 2022. CE acknowledged the Tenants received the Landlord's evidence. I find the Landlord's evidence was served on the Tenants in accordance with the provisions of section 88 of the Act.

Settlement Agreement

Pursuant to section 63 of the Act, an 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.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. CE agrees to withdraw the Application;
2. The Landlord agrees to cancel the 10 Day Notices to End Tenancy for Unpaid Rent and/or Utilities dated September 7, October 3 and November 1, 2022 that were served on the Tenants;
3. CE agrees to vacate the rental unit by 1:00 pm on November 30, 2022; and
4. CE agrees to pay the Landlord \$7,800.00 for the rental arrears ("Rental Arrears") owing by the Tenants.

These particulars comprise the full and final settlement of all claims made by the Tenants in the Application. The 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 claims made by the Tenants in the Application.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Landlord:

1. a Monetary Order requiring CE to pay the Landlord \$7,800.00 for Rental Arrears. This Monetary Order may be filed and enforced by the Landlord in the Small Claims Division of the Provincial Court of British Columbia; and
2. an Order of Possession effective at 1:00 pm on November 30, 2022. Should CE or any other occupant or guest in the rental unit 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 provided with the above Orders on the above terms and the CE must be served by the Landlord with the above Orders as soon as possible.

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: November 24, 2022

Residential Tenancy Branch