



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR CNL-MT MNDC FF

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. A participatory hearing, by teleconference, was held on January 27, 2023. The Tenants applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord and the Tenants both attended the hearing. All parties provided affirmed testimony.

Settlement Agreement

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

Both parties agree:

- to change the effective date of the 2 Month Notice to End Tenancy or Landlord's Use (the Notice) to May 1, 2023, at 1pm.
 - The Tenants are still entitled to one free month's rent (month of April 2023), prior to the end of the tenancy, and the Landlord must still follow through with the grounds selected on the Notice.

- Additionally, the Landlord agrees to pay the Tenant a second free month's rent (March 2023) to settle all matters relating to the Tenants' monetary claim for issues with the utilities.
- The Tenants agree that they have not paid any rent (\$1,600.00 per month) since August 2022, and currently owe rent for September, October, November, December and January totalling \$8,000.00 as of the date of this hearing.
- Then, as of February 1, 2023, the Tenants will also owe February 2023 rent, and will have accrued \$9,600.00 in unpaid rent, which they will pay in 3 installments as follows:
 - \$3,200.00 due on February 1, 2023
 - \$3,200.00 due on March 1, 2023
 - \$3,200.00 due on April 1, 2023
 - If the Tenants fail to pay the above noted amounts on the above noted dates, the Landlord may serve and enforce the attached Order of Possession, which will be effective 2 days after it is served on the Tenants.
- Although the tenancy may end sooner, if the Tenants fail to make the above noted payments, the tenancy will end no later than May 1, 2023, at 1:00 pm.
 - If the Tenants fail to move out by this time, then the Landlord can serve and enforce the attached Order of Possession, which will be effective 2 days after it is served on the Tenants.
- If the Tenants fail to pay as promised, the Landlord is granted leave to apply for monetary compensation for any remaining unpaid rent that has been laid out above.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

In support of the agreement described above, the Landlord is granted an order of possession effective **two days after service** on the Tenants. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of this agreement.

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: January 27, 2023

Residential Tenancy Branch