



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, FFT

Introduction and Preliminary Matters

On September 7, 2022, the Tenants applied for a Dispute Resolution proceeding seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”), seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both Tenants attended the hearing, with J.D. attending later as a witness for the Tenants. The Landlord attended the hearing as well, with M.L. attending as an agent for the Landlord. At the outset of the hearing, 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 the Notice of Hearing packages and documentary evidence was discussed, and any issues concerning service were addressed. The parties also agreed that the Landlord never served the Tenants with a 10 Day Notice to End Tenancy for Unpaid Rent. As such, this matter was not addressed. Regardless, after submissions were made by the parties on the One Month Notice to End Tenancy for Cause, they turned their minds to reaching a full and final settlement agreement. The parties were able to

reach an agreement and I have recorded the terms of agreement by way of this Decision and the Order of Possession that accompanies it.

Settlement Agreement

The parties 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 maintain possession of the rental unit until **March 1, 2023, at 4:00 PM.**
2. The Tenants must give up vacant possession of the rental unit on **March 1, 2023, at 4:00 PM.** An Order of Possession will be awarded to the Landlord for this date.
3. The One Month Notice to End Tenancy for Cause dated August 29, 2022, is cancelled and of no force or effect.
4. The parties agreed that rent was owed in the amount of **\$1,600.00** per month, and as the Tenants have paid this amount for every month of their occupancy, there is no more rent outstanding. As such, the Landlord is prohibited from making any future Application against the Tenants for rental arrears.
5. In addition, apart from any Application related to the security or pet damage deposit, neither party is permitted to make an Application against the other with respect to this tenancy.
6. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of the dispute over the Notice.

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 this full and final 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 of the settlement agreement, the Landlord is provided with a formal copy of an Order of Possession effective at **4:00 PM on March 1, 2023, after service of this Order** on the Tenants. Should the Tenants or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: February 3, 2023

Residential Tenancy Branch