



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

**Dispute Codes**      CNL, FFT  
                                 OPC, FFL

### **Introduction**

This hearing dealt with an Application for Dispute Resolution that was filed by the Tenants (the Tenants' Application) under the Residential Tenancy Act (the Act) on April 4, 2023, and several amendments to the Application seeking:

- Cancellation of One Month Notice to End Tenancy for Cause (One Month Notice); and
- Recovery of the filing fee.

This hearing also dealt with an Application for Dispute Resolution that was filed by the Landlord (the Landlord's Application) under the Act on April 19, 2023, seeking:

- Enforcement of the One Month Notice;
- Recovery of unpaid rent; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 9:30 am on July 21, 2023, and was attended by the Tenants, the Landlord, a co-owner of the property and two agents for the Landlord. All parties provided affirmed testimony and acknowledged receipt of each other's Notice of Dispute Resolution Proceedings (NODRP's) and amendments. The hearing therefore proceeded as scheduled.

The parties were advised interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The parties were also advised that personal recordings of the

proceeding were prohibited and confirmed that they were not recording the proceedings.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and any supporting Orders.

1. The parties agree that the tenancy may continue until August 31, 2023, at 1:00 pm if:
  - a. They pay August rent in the amount of \$2,397.00 on or before 11:59 pm on August 1, 2023.
2. If the Tenants abides by the above noted term, the Landlord agrees that the tenancy may continue until August 31, 2023, at 1:00 pm, at which time the Tenants agree to vacate the rental unit.
3. The Tenants understand that failure to abide by the payment terms set out under section 1 of this mutual settlement agreement will result in the termination of the tenancy two days after service of the attached Conditional Order of Possession.
4. The parties agree that the Tenants currently owe \$1,891.00 in outstanding rent, which includes a \$600.00 one-time rent reduction for loss of use and loss of quiet enjoyment related to a flood.
5. The parties agree that the Landlord may retain the \$1,175.00 security deposit towards the above noted rent owed, and that the Landlord may obtain a Monetary Order in the amount of \$716.00 for the remaining balance owed.
6. The rights and responsibilities of the parties under the Act, regulation, and tenancy agreement continue until the tenancy is ended in accordance with this agreement.
7. The parties agree to withdraw their Applications in full as part of this mutually settled agreement.
8. The Landlord agrees that the One Month Notice is cancelled.

### Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord two orders of possession as follows:

- An Order of Possession effective at 1:00 pm on August 31, 2023; and
- A Conditional Order of Possession effective two days after service on the Tenant.

The Landlord is provided with the Order of Possession effective August 31, 2023, in the above terms, and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, it may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord is also provided with the Conditional Order of Possession effective two days after service on the Tenants. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenants **unless** the Tenants fail to meet the payment conditions set out under section 1 of the mutual settlement agreement. Should the Tenants 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. If the Tenants comply with section 1 of this agreement, the two-day Order of Possession is deemed to be of no force or effect.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a Monetary Order in the amount of **\$716.00**. The Landlord is provided with this Monetary Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, it 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 Act.

Dated: July 21, 2023

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Residential Tenancy Branch