

Settlement

Introduction

This hearing dealt with the tenant's June 12, 2023, Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) under sections 46 and 55 of the Act
- An order for compensation for monetary loss or other money owed
- An order to reduce rent for repairs, services or facilities agreed upon but not provided
- An order for the landlord to comply with the Act, regulation and/or tenancy agreement

This hearing also dealt with the landlords' June 25, 2023, Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- An Order of Possession in response to issuance of a 10-day notice to end tenancy Unpaid Rent (the 10 Day Notice) under sections 46 and 55 of the Act
- A Monetary Order for unpaid rent or utilities
- Authorization to recover the filing fee from the tenant under section 42 of the Act

Tenant J.B. attended the hearing.

Landlord K.M. and H.K. attended the hearing.

At the outset of the hearing the parties indicated their intention to settle their dispute related to the tenant's occupancy of the rental unit and rent owing. The remainder of the parties' respective claims were not heard or discussed during the hearing. They have all been severed from respective applications and dismissed without leave to re-apply under Rule of Procedure 2.3.

Analysis

The Arbitrator may assist parties to settle their disputes under section 63 of the Act. If the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties discussed issues between them, voluntarily engaged in conversation, turned their minds to compromise, and achieved resolution of their disputes.

The parties agreed to the following terms as final and binding resolution of their respective applications:

1. The tenant agrees to provide the landlords with vacant possession of the subject rental unit on August 31, 2023, by 1:00 PM.
2. The tenant agrees to pay \$3,200.00 to the landlords, on or before December 31, 2023, for rent owing for June 2023.
3. The landlords previously waived their right to payment of rent for July and August 2023 – no monies are due or owing from the tenant for these two months.
4. The parties will be respectful of each other and will comply with their obligations under the tenancy agreement and the Residential Tenancy Act.
5. The parties agreed that these particulars comprise the full settlement of their current applications for dispute resolution.

Conclusion

I grant an **Order of Possession** to the landlords effective **on August 31, 2023**, after service of this Order on the tenant. Should the tenant 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.

I grant a **Monetary Order** to the landlords in the amount of **\$3,200.00**. This order must be served on the tenant as soon as possible. Should the tenant fail to pay this amount by **December 31, 2023**, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlords are provided with these orders to give effect to the settlement reached between the parties and discussed at the hearing.

This decision is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 14, 2023

Residential Tenancy Branch