



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenants' application for dispute resolution, filed on September 12, 2023, under the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 9, 2023, and effective on September 19, 2023 ("10 Day Notice"), under section 46 of the *Act*.

"Tenant DM" and "tenant HM" did not attend this hearing. The landlord's agent and tenant MM ("tenant") attended this hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing lasted approximately 26 minutes from 11:00 a.m. to 11:26 a.m.

Both parties confirmed their names and spelling. Both parties provided their email addresses for me to send copies of this decision to them.

The landlord's agent stated that the landlord owns the rental unit. He provided the rental unit address. He said that he had permission to represent the landlord.

The tenant stated that she had permission to represent tenant DM, who she said is her husband, and tenant HM, who she said is her adult son and is over the age of 18 years old (collectively "tenants").

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, both parties separately affirmed that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

At the outset of this hearing, both parties confirmed that they were ready to proceed with this hearing and they wanted to settle this application.

Settlement Terms

Pursuant to section 63 of the *Act*, if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and orders. During this hearing, the parties privately discussed the issues between them, turned their minds to compromise, and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 7:00 p.m. on November 9, 2023, by which time the tenants and any other occupants will have vacated the rental unit;
2. The tenants agreed to pay the landlord \$11,400.00 total, which includes unpaid rent for the period from September 1, 2022 to November 30, 2023, according to the following terms:
 - a. Payments will be at least \$500.00 per month;
 - b. Payments will be made by the 4th day of each month;
 - c. Payments will begin on December 4, 2023, and will continue until the above amount of \$11,400.00 total, is fully paid off;
 - d. Payments will be made by way of e-transfer to the landlord's email address, which was verbally confirmed by both parties during this hearing;
3. The landlord agreed that all of his notices to end tenancy, issued to the tenants, to date, are cancelled and of no force or effect;
4. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their entire application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they

understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 26-minute hearing. Both parties were provided with ample time during this hearing to think about, ask questions, discuss, negotiate, and decide about the above settlement terms.

The landlord's agent affirmed that he had permission to make this agreement on behalf of the landlord, and he understood and agreed that the landlord is fully and personally bound by all of the terms of the above settlement agreement.

The tenant affirmed that she had permission to make this agreement on behalf of all tenants, and she understood and agreed that all tenants are fully and personally bound by all of the terms of the above settlement agreement.

Conclusion

I order both parties to comply with all of the above settlement terms.

To give effect to the settlement reached between the parties and as discussed with both parties during this hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 7:00 p.m. on November 9, 2023, as per condition #1 of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

All of the landlord's notices to end tenancy, issued to the tenants, to date, are cancelled and of no force or effect.

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary order in the landlord's favour in the amount of \$11,400.00. I deliver this order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the landlord \$11,400.00 as per condition #2 of the above agreement. The tenant(s) must be served with a copy of this order. Should the tenant(s) fail to comply with this order, this order 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 *Residential Tenancy Act*.

Dated: November 3, 2023

Residential Tenancy Branch