

## **DECISION**

### **Introduction**

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This hearing dealt with the tenants' application for dispute resolution, filed on February 7, 2024, under the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), under section 46 of the *Act*; and
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation*, or tenancy agreement, under section 62 of the *Act*.

The landlord's agent, the two landlord owners, and the two tenants, tenant KAR ("tenant") and "tenant KIR," 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 21 minutes from 9:30 a.m. to 9:51 a.m.

All hearing participants confirmed their names and spelling. The landlord's agent and the tenant both provided their email addresses, for me to send copies of this decision to both parties.

The two landlord owners confirmed that their agent had permission to represent them. They said that they both co-own the rental unit.

The landlord's agent provided the rental unit address. He confirmed that the landlord company ("landlord") named in this application was named as the landlord on both parties' written tenancy agreement.

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, all hearing participants 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. 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 affirmed that they were ready to proceed, they wanted to settle this application, and they did not want me to make a decision.

## **Settlement Terms**

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Pursuant to section 63 of the *Act*, if both 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, both parties 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 1:00 p.m. on March 20, 2024, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that all of the landlord's notices to end tenancy, issued to the tenants, to date, are cancelled and of no force or effect;
3. The tenants agreed to pay the landlord \$7,900.00 total, which is two months of rent at \$3,950.00 each for February 2024 and March 2024;
4. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their 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 at the hearing 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 hearing. Both parties had ample time and multiple opportunities to think about, ask questions, discuss, negotiate, and decide about the above settlement terms.

## **Conclusion**

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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 them during this hearing, I issue the attached Order of Possession effective at 1:00 p.m. on March 20, 2024, to be used by the landlord **only** if the tenant(s) and any other occupants do not abide by condition #1 of the above settlement. The tenant(s) must be served with this Order as soon as possible. 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.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$7,900.00, against the tenant(s). 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 \$7,900.00 as per condition #3 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.

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

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: March 8, 2024

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Residential Tenancy Branch