



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STEP BY STEP ENTERPRISES LTD  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      MT, CNR

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- more time to make an application to cancel the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated July 3, 2017 ("10 Day Notice"), pursuant to section 66; and
- cancellation of the landlords' 10 Day Notice, pursuant to section 46.

The individual landlord, LW ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she was the president of the landlord company named in this application and that she had authority to speak on its behalf as an agent at this hearing.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlords' written evidence package. In accordance with sections 89 and 90 of the *Act*, I find that the landlords were duly served with the tenant's application and the tenant was duly served with the landlords' written evidence package.

The tenant applied to cancel the landlords' 10 Day Notice. A copy of the notice was provided for this hearing. The effective move-out date on the notice is July 16, 2017. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlords' 10 Day Notice.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the spelling of the landlord's first name and to add the landlord company as a landlord-

respondent since the company was named as the landlord on the 10 Day Notice. The landlord consented to the amendments.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and 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 the hearing, the 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 September 30, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the landlords' 10 Day Notice, dated July 3, 2017, is cancelled and of no force or effect;
3. The tenant agreed to pay the landlords \$500.00 by September 12, 2017;
4. The tenant agreed to pay the landlords \$1,500.00 by September 30, 2017;
5. Both parties agreed that the payments in conditions #3 and #4 above totalling \$2,000.00, satisfy all outstanding rent owed for this tenancy for the period from March 1, 2017 to September 30, 2017;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her 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.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the

landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 30, 2017. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 30, 2017. Should the tenant 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, and as advised to both parties during the hearing, I issue a monetary Order in the landlords' favour in the amount of \$2,000.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant fails to pay the landlords \$2,000.00 as per the above agreement. The tenant must be served with a copy of this Order. Should the tenant 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.

The landlords' 10 Day Notice, dated July 3, 2017, is 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 *Residential Tenancy Act*.

Dated: September 15, 2017

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Residential Tenancy Branch