



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LAWNSDALE APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

The landlord's agent, MP, appeared on behalf of the landlord, and had full authority to testify and make decisions on behalf of the landlord. The tenant, JM, appeared for both tenants, and had the authority to testify and make decisions on behalf of both tenants.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenants' dispute resolution application ('Application'). In accordance with section 89 of the *Act*, I find that the landlord was duly served with the Application. The tenants confirmed receipt of the landlord's evidence. In accordance with section 88 of the *Act*, I find the tenants duly served with the landlord's evidence. The tenants did not submit written evidence for this hearing.

The tenants confirmed receipt of the 1 Month Notice on August 2, 2017. Accordingly, I find that the 1 Month Notice was served to the tenants in accordance with section 88 of the *Act*.

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 or an order. 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. The tenants agreed to pay, to the landlord, the lesser of \$650.00 or the amount invoiced to the landlord for repair of the main door to the tenant's suite. The landlord will provide an invoice to the tenants by December 31, 2017, and the tenants will make a payment to the landlord by January 31, 2018.

2. The tenants agreed to make all rent payments on time, and in full, as required by section 26 of the *Act*, and the tenancy agreement.
3. Both parties agreed that this tenancy will continue per the *Act* and tenancy agreement.
4. The tenants agreed that the three parties involved in the July 29, 2017 incident are prohibited on the property.
5. The landlord withdrew the 1 Month Notice dated August 2, 2017.

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

Conclusion

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 landlord's favour, in the amount of \$650.00 or the amount invoiced to the landlord for repairs to the tenants' main door, the lesser of which is to be paid by January 31, 2018. Should the tenants 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 landlord withdrew their application for an Order of Possession. The 1 Month Notice dated August 2, 2017 is cancelled.

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 20, 2017

Residential Tenancy Branch