



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, LRE, OLC, FFT

Introduction

On June 14, 2021, the Tenants filed an Application for Dispute Resolution under the *Residential Tenancy Act* ("the *Act*") to cancel a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") issued June 14, 2021, for an order for the Landlord to comply with the *Act*, for an order to suspend or set conditions on the landlord's right to enter the rental unit or site, and to recover the filing fee for this application. The matter was set for a conference call.

The Landlord and both the Tenants attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenants were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me. Both parties were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of these proceedings.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the Notice issued on June 14, 2021, be cancelled?
- If not, is the Landlord entitled to an order of possession?
- Should the Landlord be Ordered to comply with the *Act*?
- Should the Landlord's right to enter the rental unit be suspend or set conditions?
- Are the Tenants entitled to the return of their filing fee?

Background and Evidence

While I have considered all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The parties agreed that the Tenants owe the Landlord \$4,500.00 in unpaid rent for the months of May, June, and July 2021.
2. The parties agreed that the Tenants will pay the Landlord all outstanding rent for this tenancy, in the amount of \$4,500.00, by either e-transfer or cheque, no later than the end of business on the date of these proceedings.
3. The parties agreed to the Landlord withdrawing the Notice to end tenancy issued June 14, 2021.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I find that the Notice to end tenancy issued June 14, 2021, has been withdrawn.

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: October 15, 2021

Residential Tenancy Branch