



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, O

### Introduction

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

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and utilities pursuant to section 67; and
- other unspecified remedies.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The female tenant (the tenant) confirmed that she had been given approval and authorization to act as the male tenant's agent and to enter into commitments on his behalf. The tenant confirmed that on April 5, 2013, the landlords handed the male tenant a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) and a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) for repeated late payment of rent. The tenant confirmed that on or about April 28, 2013 and on Monday, May 13, 2013, the tenants received copies of the landlords' original and amended dispute resolution hearing packages sent by the landlords by registered mail on April 15, 2013 and May 1, 2013. I am satisfied that the landlords served the above documents to the tenants in accordance with the *Act*. I have not considered the contents of a very late written evidence package sent by the landlords by fax on May 15, 2013.

The landlords amended their original application for a monetary award of \$1,375.00 to \$3,234.55 to reflect an additional month's unpaid rent and utility charges that remain unpaid.

### Issues(s) to be Decided

Are the landlords entitled to an Order of Possession for unpaid rent? Are the landlords entitled to a monetary award for unpaid rent or utilities? Are the landlords entitled to any other remedies?

### Background and Evidence

The landlords entered into written evidence a signed copy of a written Residential Tenancy Agreement signed by both parties on October 22, 2012, for a one-year fixed term tenancy that commenced on November 1, 2012, and was to end on November 1, 2013. Monthly rent is set at \$1,375.00, payable in advance on the first of each month. The tenants are responsible for all utility charges. As per the terms of a notarized and signed 16 item Addendum to their Residential Tenancy Agreement, the parties included a rent-to-own provision with their Agreement. According to the terms of this separate Addendum, a set purchase price was identified and an arrangement was included whereby a travel trailer owned by the tenants would act potentially as collateral for the tenants' compliance with the terms of the rent-to-own provision of the Addendum.

### 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties in attendance committed to abide by the following final and binding terms of their settlement agreement of all issues in dispute between the parties:

1. Both parties agreed that this tenancy will end by May 31, 2013, by which time the tenants will have vacated the rental premises.
2. Both parties agreed that all monetary issues arising out of the landlords' application and this tenancy are to be settled by the tenants' commitment to pay \$2,750.00 to the landlords.
3. The tenants agreed to make an initial payment of \$500.00 to the landlord on May 31, 2013, and to make further payments of \$500.00 every two weeks thereafter until such time as their \$2,750.00 monetary settlement had been paid in full to the landlords.
4. Both parties agreed that the landlords are allowed to retain the tenants' travel trailer as per the terms of the separate agreement that the parties entered into on October 22, 2012.
5. The landlords agreed to allow the tenants to remove any and all personal possessions from the travel trailer referred to in Term 4 of this settlement agreement by May 31, 2013, at a time or times to be arranged between the parties.
6. Both parties agreed that the terms of this settlement agreement constituted a final and binding resolution of all issues in dispute between them and that neither party will initiate any action of any kind against one another.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord(s) if the tenants do not vacate the rental premises in accordance with their agreement. The landlords are provided with these Orders in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. 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 landlords' favour in the amount of \$2,750.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenants do not abide by the terms of the above settlement. The landlords are provided with these Orders in the above terms and the tenants must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: May 16, 2013

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Residential Tenancy Branch

