



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

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 pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

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 male tenant, whose name was corrected with the agreement of both parties to that which appears above, testified that the tenants received the landlords' 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) posted on their door on April 18, 2013. The male tenant (the tenant) confirmed that he received a copy of the landlords' dispute resolution hearing packages given to him on June 5, 2013. He also confirmed that he accepted a hearing package for the other tenant, his wife, as her agent and that he was also representing her interests at this hearing as her agent. I am satisfied that the landlords have served the above documents to the tenants pursuant to the *Act*.

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? Are the landlords entitled to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee from the tenants?

Background and Evidence

This periodic tenancy commenced on August 1, 2012. Monthly rent is set at \$1,100.00, plus utilities, payable in advance on the first of each month. The landlords continue to hold the tenant's \$700.00 security deposit paid on July 29, 2012.

The landlords applied for a monetary award of \$6,600.00 in unpaid rent owing since December 1, 2012. The parties agreed that the tenants have not paid rent since the 10 Day Notice was issued.

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 agreed to a final and binding settlement of all issues currently in dispute arising out of this tenancy under the following terms:

1. The tenants agreed to pay the landlords \$6,600.00 in outstanding rent by making payments of \$1,100.00 on the 15th of each month commencing on July 15, 2013 until such time as the amount of \$6,600.00 has been repaid in full. These payments are in addition to the regular monthly rental payments that become due on July 1, 2013 and each succeeding month on the first of each month as per the terms of the parties' Residential Tenancy Agreement.
2. The landlords agreed to set aside the 10 Day Notice and continue this tenancy if the tenants abide by the monetary terms of this settlement agreement as outlined above.
3. Both parties agreed that this tenancy ends within 2 days of the tenants' failure to abide by the monetary terms of this settlement agreement and the tenants agreed to vacate the rental premises within 2 days of any failure to abide by the monetary terms of this settlement agreement.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently in dispute arising out of this tenancy.

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 landlords **only** if the tenants do not comply with the monetary terms of their agreement **and** fail to vacate the rental premises in accordance with their agreement. The landlords are provided with these Orders in the above terms and the tenants must be served with this Order in the event that the tenants do not vacate the premises in accordance with 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 \$6,600.00. 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 monetary 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 tenants 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: June 10, 2013

Residential Tenancy Branch

