



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      For the tenant: CNR  
For the landlords: OPR, MNR, FF

### Introduction

This hearing was convened as the result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"), seeking an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") and the landlords' application for dispute resolution seeking an order of possession for the rental unit due to unpaid rent, monetary order for unpaid rent, and for recovery of the filing fee.

The parties appeared and each submitted some of their respective positions.

Thereafter a mediated discussion ensued and the parties agreed to resolve the issues contained in their respective applications.

### Settled Agreement

The tenant and the landlords agreed to a mutual settlement under the following terms and conditions:

1. The parties agree that the tenant owes the landlords the amount of \$2985 in unpaid rent as of the day of the hearing;
2. The parties agree that the tenant owes the landlords the amount of \$1742 in unpaid utilities as of the day of the hearing;
3. The tenant agrees to pay the full amount of unpaid rent and unpaid utilities to the landlords by October 31, 2013;
4. The landlords agree that the tenancy will continue until 5:00 p.m. on October 31, 2013 regardless of any payments by the tenant;
5. The tenant understands the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenant fails to pay the full amount of unpaid rent and unpaid utilities by 5:00 p.m., October

- 31, 2013, the landlords may serve the order of possession on the tenant and obtain a writ of possession through the enforcement procedure;
6. The landlords agree to not serve the order of possession on the tenant unless the tenant fails to pay the full amount of unpaid rent and unpaid utilities by 5:00 p.m. on October 31, 2013;
  7. The tenant understands that the landlords will be issued a monetary order for the full amount of unpaid rent and unpaid utilities, for a total of \$4727,
  8. The tenant understands that the monetary order is a final and legally enforceable order, which the landlords may choose to serve on the tenant in the event that the tenant fails to pay that amount by October 31, 2013;
  9. The parties understand that the tenancy continues beyond October 31, 2013, pending the tenant's payments of deficient rent and utilities, and timely payments of future monthly rent and utilities;
  10. The parties understand that they may attempt to continue to resolve the issues contained in the landlords' application regarding unpaid rent and unpaid utilities beyond October 31, 2013, and in that regard, the order of possession for the rental unit issued to the landlords will be effective for a period of 6 months to ensure timely rent and utility payments; and
  11. The parties acknowledge their understanding that this settled Decision resolves the matters contained in their respective applications for dispute resolution and that no finding is made on the merits of either application for dispute resolution.

### Conclusion

The tenant and the landlords have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlords with a monetary order for \$4727.

The final, legally binding monetary order in the amount of \$4727, is enclosed with the landlords' Decision. Should it become necessary, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement.

Based upon the settled agreement as outlined above, I provide the landlords with an order of possession for the rental unit effective 2 days after service of the order upon the tenant, which is effective for a period of 6 months pending timely monthly rent and utility payments.

The order of possession is enclosed with the landlords' Decision. This order is a legally binding, final order, and may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court should it become necessary.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

As this matter has been settled between the parties, I have not awarded either party recovery of the filing fee.

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* and is being mailed to both the applicants/landlords and the applicant/tenant.

Dated: October 04, 2013

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Residential Tenancy Branch

