



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants: CNE CNR RR FF O
For the landlord: OPR MNR MNDC FF

Introduction

This hearing was convened as a result of the cross-applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenants applied to cancel a Notice to End Tenancy due to tenant’s employment with the landlord ending and for unpaid rent or utilities. The tenants also applied for a rent reduction and to recover their filing fee.

The landlord applied for an order of possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The tenants and the landlord attended the hearing. The parties were affirmed, had the hearing process explained to them, and were given an opportunity to ask questions about the hearing process.

During the hearing, the parties confirmed that they received evidence from the other party prior to the hearing and that they had the opportunity to review that evidence prior to the hearing. I find the parties were served in accordance with the *Act*.

Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The tenants agree that they owe the landlord **\$3,450.00** in unpaid rent.
2. The tenants agree to pay the landlord **\$400.00** on **May 20, 2014** towards the amount owing described in #1 above.
3. Further to #2 above, the tenants agree to pay a minimum of **\$400.00** on the first day of each month starting **June 1, 2014**, and will continue these payments until the entire amount has been paid in full to the landlord by the tenant as described in #1 above.
4. The parties agree that monthly rent is **\$800.00** per month, due on the first day of each month, and that the payments described in #2 and #3 above are in addition to the monthly rent payments.
5. The landlord is granted an order of possession **effective two (2) days after service on the tenants**, which will be of no force or effect if, the tenants make all payments as described in #2, #3 and #4 above.
6. The parties agree that a receipt will be issued by the landlord for every payment made by the tenants.
7. The parties agree to mutually withdraw the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated March 15, 2014, and their respective applications in full as part of this mutually settled agreement.
8. The parties agree to waive their respective filing fees as part of this mutually settled agreement.
9. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$3,450.00**, which will be of no force or effect if the tenants pay the landlord in accordance with #2 and #3 above.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The landlord is granted an order of possession effective two (2) days after service on the tenants, which will be of no force or effect if, the tenants make all payments as described in #2, #3 and #4 above. Should the landlord require enforcement of the order of possession, the landlord must first serve the tenants with the order and may enforce the order of possession in the Supreme Court of British Columbia.

The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$3,450.00**, which will be of no force or effect if the tenants pay the landlord in

accordance with #2 and #3 above. Should the landlord be required to enforce the monetary order, the landlord must serve the tenants and the monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 6, 2014

Residential Tenancy Branch

