



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

For the tenants: CNR  
For the landlord: OPR MNR MNSD 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 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) dated November 11, 2015.

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, to retain all or part of the tenants’ security deposit, and to recover the cost of the filing fee.

Tenant J.O. (the “tenant”) who testified that he was representing both tenants, and the landlord attended the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

### Settlement Agreement

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

1. The parties agree that the tenants owe the landlord \$1,250.00 comprised of one month of rent owed of \$1,200.00 plus the \$50.00 filing fee.
2. The tenants surrender their \$600.00 security deposit towards the \$1,250.00 owing resulting in a balance owing by the tenants to the landlord in the amount of \$650.00.
3. The tenants agree to pay a minimum of \$100.00 on the first day of each month starting February 1, 2016 by Interac E-Transfer and continuing until the full amount of \$650.00 has been paid in full. The landlord's e-mail address was confirmed by the parties during the hearing.
4. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$650.00** pursuant to #2 above, which will be of no force or effect if the amounts have been paid in accordance with #3 above and the landlord successfully deposits each payment by the tenants.
5. The parties acknowledged that this settlement agreement does not include a claim for damages and that the parties agree to withdraw their respective applications in full as part of this mutually settled agreement.

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

#### Conclusion

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

The landlord has been granted a monetary order in the amount of \$650.00 which will be of no force or effect if the amounts have been paid in accordance with #3 above. Should the landlord require enforcement of the monetary order, the landlord must first serve the tenants with the monetary order. This order may then be filed in the Provincial Court of British Columbia (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: January 15, 2016

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Residential Tenancy Branch

