



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD

Introduction

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

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions. JC testified on behalf of the landlords in this hearing, and was given full authority to do so.

The tenants confirmed receipt of the landlords' application for dispute resolution ('Application') and evidence package. In accordance with sections 88 and 89 of the Act, I find that the tenants were duly served with the Application and evidence package.

The tenants confirmed receipt of the 10 Day Notice to End Tenancy ('10 Day Notice') dated February 13, 2017, with an effective date of February 28, 2017. In accordance with section 88 of the Act, I find the tenants were duly served with the 10 Day Notice.

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, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time.

1. The tenants agreed to pay, in full, the outstanding rent in the amount of \$1,850.00 for the months of December 2016 through to March 2017, to the landlords by 4 p.m. on June 1, 2017.

2. The parties agreed that this tenancy will continue per the Act on the condition that the tenants abide by condition #1 of this agreement.
3. The parties agreed that this tenancy will end in the event that the tenants fail to abide by condition #1 in the agreement, and that the tenants and all occupants will vacate the rental unit within two days of June 1, 2017.
4. The landlords withdrew the 10 Day Notice dated February 13, 2017, in the event that the tenants abide by the terms of condition #1 of this agreement.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

In the event that the tenants abide by the terms of condition #1 of the agreement, the landlords' 10 Day Notice, dated February 13, 2017, is cancelled and is of no force or effect, and the tenancy will continue as per the *Act* and tenancy agreement. In the event the tenants fail to abide by the terms of condition #1 of the agreement, this tenancy will end, and the tenants and any occupants in the suite will have to vacate the rental unit.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlords, effective two days after service of this Order on the tenants. The landlords are provided with this Order in the above terms and the tenants must be served with this Order **only** in the event that the tenants do not abide by condition #1 of the above settlement. This two day Order of Possession may **only** be used after June 1, 2017. Should the tenants 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, and as advised to both parties during the hearing, I issue a Monetary Order in the landlords' favour in the amount of \$1,850.00. The landlords are provided with this Order in the above terms and the tenants must be served with a copy of this Order as soon as possible in the event that the tenants do not abide by condition #1 of the above agreement. Should the tenants fail to comply with this Order, this Order may be filed in

the Small Claims Division of the Provincial Court and enforced as an Order 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: March 31, 2017

Residential Tenancy Branch