



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

A hearing was convened based on the landlords' application under the *Residential Tenancy Act* (the "Act") for an order of possession and a monetary order based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated April 8, 2017 (the "10 Day Notice"). The landlords also sought recovery of the application filing fee.

One of the landlords and the named tenant attended the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The landlords withdraw the 10 Day Notice.
2. The tenant acknowledges that as of May 25, 2017 the tenants owe **\$5,731.00** in unpaid rent and utilities.
3. The tenancy will continue provided that the tenants pay the landlord the total amount of **\$7,381.00** (representing the outstanding \$5,731.00 plus \$1,650.00 owing for June's rent) no later than May 31, 2017.

4. If the payment set out in paragraph 3 is not made, the parties agree the landlord is entitled to an order of possession effective June 1, 2017 and to a monetary order in the amount of \$5,731.00.

In support of this settlement and with the consent of the parties I issue an order of possession effective **1:00 pm on June 1, 2017**. Also in support of the settlement and with the consent of the parties I issue a monetary order in the amount of **\$5,731.00** in favour of the landlords. These may be enforced only in the event that the tenant breaches paragraph 3 of this settlement agreement.

If the tenants do not comply with the terms of this settlement agreement, the tenants may be served with the order of possession and that order may be filed in the Supreme Court and enforced as an order of that Court. The tenants may also be served with the monetary order and the monetary order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for monetary compensation or other orders under the Act.

The landlords are at liberty to apply for any additional unpaid rent after June 1, 2017 if the tenant breaches this settlement agreement and remains in the rental unit after June 1, 2017.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: May 25, 2017

Residential Tenancy Branch