



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MT, O (Tenant's Application)
 OPR, MNR, MNDC, MNSD, FF (Landlord's Application)

Introduction

This hearing convened as a result of cross applications. In the Tenant's Application, the Tenant sought to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, more time to make such an application as well as other unspecified relief. In the Landlords' Application for Dispute Resolution, they sought an Order of Possession as well as monetary compensation from the Tenant, authority to retain the Tenant's security and pet damage deposit as well as recovery of the filing fee.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

During the hearing the parties reached a comprehensive settlement. Pursuant to section 63 of the *Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*, I record their agreement in this my decision and resulting Orders. The terms of the settlement are as follows:

1. The Tenant will vacate the rental unit by no later than **1:00 p.m. on September 30, 2017.**
2. The Landlords are entitled to an Order of Possession effective **1:00 p.m. on September 30, 2017.** This Order must be served on the Tenant and may be filed in the B.C. Supreme Court and enforced as an Order of that Court.
3. The parties agree that the Tenant is indebted to the Landlords in the amount of \$7,800.00 for outstanding rent. The Landlords are authorized to retain the

Tenant's pet damage deposit and the security deposit in the amount of \$1,500.00 in partial satisfaction of the \$7,800.00 due. The Tenant shall pay to the Landlords the \$6,300.00 on the following payment schedule:

- a. September 29, 2017: \$400.00
- b. October 13, 2017: \$400.00;
- c. October 27, 2017: \$400.00;
- d. November 10, 2017: \$400.00;
- e. November 24, 2017: \$400.00;
- f. December 8, 2017: \$400.00;
- g. December 22, 2017: \$400.00
- h. January 5, 2017: \$400.00;
- i. January 19, 2017: \$400.00;
- j. February 2, 2018: \$400.00;
- k. February 16, 2018: \$400.00;
- l. March 2, 2018: \$400.00;
- m. March 16, 2018: \$400.00;
- n. March 30, 2018: \$400.00;
- o. April 13, 2018: \$400.00; and,
- p. April 27, 2018: \$300.00.

The above payments shall be made to the Landlords by no later than 4:00 p.m. on the above dates.

- 4. Should the Tenant fail to make a payment as required, the Landlords shall be at liberty to seek payment of the full outstanding balance. To this end the Landlords are granted a Monetary Order in the amount of **\$6,300.00**. This Order must be served on the Tenant and may be enforced in the B.C. Provincial Court (Small Claims Division).
- 5. The Landlords are at liberty to apply for further monetary compensation should the Tenant not vacate the rental unit by 1:00 p.m. on September 30, 2017, or should the rental unit not be left reasonably clean and undamaged as required by section 37(2) of the *Residential Tenancy Act* which provides as follows:

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

During the hearing the Tenant provided the Landlord a forwarding address for the purposes of service. The address is included on the unpublished cover page of this my Decision. Should the Tenant move from this address, the Tenant shall provide the Landlord with an updated address for service. In the event the Tenant moves and does not provide an updated address the Landlords, the Landlords may serve the Tenant at the address which was provided during the hearing and such service shall be considered effective pursuant to section 71 of the *Residential Tenancy Act*.

This Decision is final and binding on the parties, except as 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: September 21, 2017

Residential Tenancy Branch