



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, FFT  
                             OPR, MNRL, FFL

### Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) filed by the Tenants under the *Residential Tenancy Act* (the “Act”), seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”), and recovery of the filing fee.

This hearing also dealt with a cross-application filed by the Landlords under the *Residential Tenancy Act* (the “Act”), seeking a Monetary Order for unpaid rent, an Order of Possession, and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlords and the Tenant M.R., all of whom provided affirmed testimony. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

At the request of the parties, copies of the decision and any orders issued in their favor will be sent to them in the manner requested in the hearing.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that if the Tenants comply with the payment arrangements set out below, the tenancy will continue until 5:00 pm on April 1, 2018, at which time the Tenants agree to vacate the rental property;
2. The Tenants agree to pay the Landlords \$600.00, on or before 11:59 P.M on March 1, 2018, by way of e-mail money transfer or bank draft.
3. The Tenants agree to pay the Landlords \$900.00, on or before 11:59 P.M on March 15, 2018, by way of e-mail money transfer or bank draft.
4. The parties agree that if the Tenants fail to meet the above noted payment arrangements, the Tenants will be considered to have breached the terms of this mutual settlement agreement and understand that any such breach will entitle the Landlords to serve on them, the attached Conditional Order of Possession, which will be effective two days after service.
5. The Parties agree that if the Tenants comply with the above noted payment arrangements, the Landlords cannot enforce the attached Conditional Order of Possession until 5:00 P.M. on April 1, 2018.
6. The Tenants agree to pay the Landlords \$1,085.77, on or before 11:59 P.M on April 1, 2018, by way of e-mail money transfer or bank draft.
7. The parties agree to withdraw their Applications in full as part of this mutual settlement agreement.

### Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlords a Conditional Order of Possession, effective **Two Days** after service on the Tenants. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlords **must not** seek to enforce this Order on the Tenants before 5:00 P.M. on April 1, 2018, unless the Tenants fail to meet the conditions of the payment schedule set out above in the mutual settlement agreement.

The Landlords are provided with this Order of Possession in the above terms and should the Tenants fail to meet the conditions of the payment schedule, the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a conditional Monetary Order in the amount of **\$2,585.77**. This Order **must** be read in conjunction with the related mutual settlement agreement and the

Landlord **must not** serve or seek to enforce this Order on the Tenants, unless the Tenants fails to meet the conditions of the payment schedule set out above in the mutual settlement agreement.

The Landlords are provided with this Monetary Order in the above terms and should the Tenants fail to meet the Conditions of the payment schedule, the Tenants must be served with this Order as soon as possible. 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: February 23, 2018

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Residential Tenancy Branch