



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SELECT REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, RP

Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution, filed January 15, 2018, wherein they sought to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and an Order that the Landlord make repairs to the rental unit.

The hearing occurred by teleconference on March 14, 2018. The Tenant D.H. and the Landlord's strata/rental agent, M.R., called into the hearing.

Procedural Matter

On December 6, 2017 the parties appeared before the residential tenancy branch on a Landlord's Application for Dispute Resolution. The parties resolved matters by agreement which was recorded in the Decision as follows:

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

1. This tenancy will continue in accordance with the tenancy agreement of June 29, 2017 with the tenant responsible for paying rent in the amount of \$1,995.00 by the 1st of each month.
2. The Notices to End Tenancy issued by the landlord are withdrawn and of no further effect.
3. The tenant will pay the landlord the total sum of \$4,722.98, in twice monthly installments of at least \$500.00, beginning on December 15, 2017 and continuing thereafter on the 1st and 15th of each month until this amount is paid in full. The full amount of \$4,722.98 must be paid by June 1, 2018.
4. The tenant will provide the landlord with a security deposit of \$997.50 and pet damage deposit of \$997.50 for this tenancy by January 31, 2018.
5. This settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

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

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant fails to make payment in accordance with the agreement outlined above. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary Order in the landlord's favour in the amount of \$4,722.98, to be used **only** in the event that the tenant does not abide by the monetary terms of the settlement agreement outlined above. Should the tenant 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.

At the hearing before me the parties agreed that the Tenants failed to make the payments as required, save and except for a \$200.00 payment. The parties further agreed that the Landlord served the Order of Possession on the Tenants on December 19, 2017.

As noted in the December 6, 2017 Decision. The Order of Possession may be filed and enforced in the B.C. Supreme Court. The Tenants were cautioned that any costs incurred by the Landlord in enforcement of the Order of Possession may be recoverable from the Tenants.

By operation of the December 6, 2017 settlement agreement and Decision, the tenancy has ended. The relief sought by the Tenants in their Application for Dispute Resolution filed January 15, 2018 is no longer applicable; I therefore dismiss their application without leave to reapply.

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 14, 2018

Residential Tenancy Branch