



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR MNR

### Introduction

This hearing was convened in response to applications from the landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

- an Order of Possession for non-payment of rent pursuant to section 55; and
- a monetary award for unpaid rent pursuant to section 67.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenants confirmed receipt of the landlord’s plications for dispute resolution hearing package (“Applications”) and 10 Day Notice to End Tenancy. In accordance with section 88 & 89 of the *Act*, I find the tenants were duly served with the Application and Notice to End Tenancy.

### 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 the landlord \$3,501.00 in full by September 15, 2018.

2. The landlord agreed that the tenants' above-noted payment of \$3,501.00 satisfies all outstanding rent owed by the tenants for this tenancy.
3. Both parties agreed that this tenancy will end within two days of the tenants' failure to abide by the terms of condition #1 of the above settlement.
4. The parties agreed that this tenancy will end on September 15, 2018, by which date the tenants and any other occupants will have vacated the rental unit, in the event that the tenants fail to abide by condition #1 of the above settlement. If the tenants satisfy full payment of \$3,501.00 by September 15, 2018, the landlord's 10 Day Notice, dated April 8, 2018, is cancelled and of no force or effect.
5. The landlord agreed to provide the tenants with receipts for all payments made in relation to the unpaid rent of \$3,501.00 and for all future rent payments.
6. Both parties agreed that the tenants are to pay rent in full for all future months as per the terms of their tenancy agreement. Failure to do so may result in the landlord issuing a new 10 Day Notice to End Tenancy for Unpaid rent.
7. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application and all issues currently under dispute arising from this tenancy.

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

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached two (2) day Order of Possession to be used by the landlord **only** if the tenants do not abide by conditions #1 and #3 of the above settlement. The landlord is provided with this Order in the above terms and the tenants must be served with this Order in the event that the tenants do not abide by conditions #1 and #3 of the above settlement. 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 the event that the tenants abide by condition #1 of the above settlement, I find that the landlord's 10 Day Notice, dated April 8, 2018, is cancelled and of no force or effect. In that event, this tenancy continues only until it is ended in accordance with the *Act*. 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 landlord's favour in the amount of \$3,501.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenants do not abide by condition #1 of the above agreement. The landlord is provided with this Order in the above terms and the tenants must be served with a copy of this Order as soon as possible after 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: July 25, 2018

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Residential Tenancy Branch