



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL-S, MNDL-S, MNDCL-S, FFL; DRI, CNR, OLC, ERP, FFT

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, for damage to the rental unit and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for their application, pursuant to section 38.

This hearing also dealt with the tenants' cross-application pursuant to the *Act* for:

- an order regarding a disputed additional rent increase, pursuant to section 43;
- cancellation of the landlords' 10 Day Notice for Unpaid Rent or Utilities, dated July 6, 2018 ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlords to perform emergency repairs to the rental unit, pursuant to section 33; and
- authorization to recover the filing fee for their application, pursuant to section 38.

"Landlord HM" did not attend this hearing, which lasted approximately 44 minutes.

"Landlord KC," the landlords' agent, and the two tenants (male and female) attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlords' agent confirmed that he had permission to speak on behalf of both landlords named in this application at this hearing. The female tenant confirmed that she had permission to speak on the male tenant's behalf at this hearing. Landlord KC and the male tenant did not testify at this hearing.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

Pursuant to section 64(3)(c) of the *Act*, I amend both parties' applications to correct the spelling of landlord KC's first name and surname and the male tenant's surname. I find no prejudice to either party in making these amendments.

Settlement Terms

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 and an order. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and arising out of this tenancy.

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

1. The tenants agreed to pay the landlords \$4,000.00 in rent for July and August 2018 by April 20, 2019, according to the following terms:
 - a. the tenants agreed to pay \$500.00 per month on the 20th day of each month, beginning on September 20, 2018 and ending on April 20, 2019;
2. The landlords agreed to advise the tenants of where the tenants' vehicles are stored, allow access and release the vehicles to the tenants, when the tenants make their first payment of \$500.00 to the landlords by September 20, 2018;
3. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for their applications;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of their applications at this hearing and any issues arising out of this tenancy;
5. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed

that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the landlords' favour in the amount of \$4,000.00 against the tenants. I deliver this Order to the landlords in support of the above agreement for use only in the event that the tenants do not abide by condition #1 of the above monetary agreement. The tenants must be served with a copy of this Order as soon as possible after a failure to comply with condition #1 of the above monetary 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.

Both parties must bear their own costs for the \$100.00 filing fees paid for their applications.

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: September 06, 2018

Residential Tenancy Branch