



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **Landlord:**    OPC, OPR, MNRL-S, FFL  
                              **Tenants:**     CNC

### Introduction

This hearing dealt with an application by both parties pursuant to the *Residential Tenancy Act* ("Act").

The landlord sought:

- an Order of Possession for unpaid rent and for cause pursuant to section 55;
- a monetary award for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants sought:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47.

The landlord, the landlord's agent and the tenants attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, call witnesses and to cross-examine one another.

At the outset of the hearing the landlord requested to have their application for dispute resolution, which was scheduled to be heard at a later date, brought forward to be heard with the tenants' application.

### 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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of their applications and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. The tenants agreed to pay \$500.00 in outstanding rent on November 16, 2018, \$1,500.00 on November 23, 2018, \$1,000.00 on November 30, 2018, \$1,500.00 on December 07, 2018, \$1,000.00 on December 14, 2018, and \$1,500.00 on December 21, 2018, which the landlord agreed to accept.
2. Both parties agreed that if any of the payments listed above are not received by the landlord on or before the specified dates, this tenancy will end upon service of a two day Order of Possession to the tenants.
3. Both parties agreed that in the event that the tenants comply with the monetary terms of this settlement as outlined above in Clause 1, the tenancy will continue until December 31, 2018, at which time both parties agreed that this tenancy will end and the landlord will be at liberty to enforce the two day Order of Possession, if required at that time.
4. Both parties agreed that these particulars comprise the full settlement of all aspects of the tenants' Application and the landlord's application arising out of the One Month Notice issued on September 25, 2018 and the 10 Day Notice to End Tenancy for Unpaid Rent issued on October 04, 2018.

### Conclusion

Should the tenants fail to abide by any of the scheduled payments in Clause 1 of the above-noted settlement agreement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenants.

The landlord is provided with these Orders in the above terms and the tenant(s) must be served with a copy of these Orders as soon as possible after a failure to comply with a payment outlined in Clause 1 of the above noted settlement agreement. Should the tenant(s) or any occupant on the premises 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, I issue a Monetary Order in the landlord's favour in the amount of \$5,300.00 for October 2018 and November 2018 unpaid rent. I deliver this Order to the landlord in support of the

above agreement for use **only** in the event that the tenant(s) do not abide by Clause 1 of the above settlement.

The landlord is provided with these Orders in the above terms and the tenant(s) must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: November 16, 2018

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Residential Tenancy Branch