



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPU

### Introduction

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

- an Order of Possession for Unpaid Rent or Utilities, pursuant to sections 46 and 55 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The landlords testified that they served the tenants with the Notice of Dispute Resolution Proceeding package in person, which was confirmed by the tenants. The tenants testified that they did not submit any evidentiary materials for this hearing. Based on the undisputed testimonies of the parties, I find that the tenants were served with the notice of this hearing in accordance with section 89 of the *Act*.

### Preliminary Issue – Amendment to the Landlords' Application for Dispute Resolution

I noted that the landlords' application provided the same address for both the landlords and the tenants. The parties confirmed that the rental property consisted of a house, with the landlords residing in the upper level of the house and the tenants residing in a separate rental unit located in the basement level of the house. Pursuant to my authority under section 64(3)(c) of the *Act*, I amended the landlords' application to correctly identify the rental unit in this dispute with the clarification of "Basement" before the street address.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent or utilities?

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 the issue currently under dispute at this hearing:

1. Both parties agreed that this tenancy will end by no later than 1:00 p.m. on March 31, 2019, by which time the tenants and any other occupants will return vacant possession of the rental unit to the landlords.
2. The tenants agreed to ensure their monthly rent payment of \$675.00 is paid to the landlords by no later than the first day of the month, for the months of December 2018, January 2019, February 2019 and March 2019 as per the terms of the tenancy agreement. Both parties agreed to maintain documentation of the date, amount and method of rent payments to avoid any future disputes and as proof in the event this settlement decision requires enforcement through a Monetary Order.
3. To provide greater assurance to the landlords that the rent payments will be provided in full and on time, the tenants will request that their shelter assistance payments be directly paid in the landlords' names.
4. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the landlords' application for dispute resolution filed on October 26, 2018. As such the landlords' application is dismissed in its entirety, and the landlords' 10 Day Notice to End Tenancy for Unpaid Rent dated October 12, 2018 is cancelled and of no further force or effect.
5. Both parties agreed that they are each at liberty to file an application for dispute resolution for any other issues that may arise from this tenancy agreement, within the allowable time limits provided by the *Act*.
6. Both parties confirmed that they agreed to the terms of this settlement free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following Orders to the landlords:

- 1) I issue to the landlords the attached Order of Possession to be served on the tenants by the landlords **only** if the tenants fail to vacate the rental unit **by 1:00 p.m. on March 31, 2019**. Should the tenants or anyone 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.
- 2) I issue to the landlords the attached Monetary Order in the amount of \$2,700.00 to be served on the tenants by the landlords **only** if the tenants fail to pay their monthly rent of \$675.00 for the months of December 2018, January 2019, February 2019, and March 2019, as required by the terms of this settlement 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. If the tenants only make a partial payment and not the total amount, this partial payment must be accounted for if the landlords are enforcing the Monetary Order.

The landlord's 10 Day Notice to End Tenancy for Unpaid Rent dated October 12, 2018 is cancelled and is of no force or effect.

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