



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL-S, MNDL-S, FFL

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 and for damage to the rental unit, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 67.

The two landlords, the landlords' agent ("landlord") and the tenant 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 two landlords did not testify at this hearing. The landlord confirmed that he had permission to speak on behalf of both landlords (collectively "landlords"). This hearing lasted approximately 65 minutes.

The tenant confirmed receipt of the landlords' application for dispute resolution amendment and notice of hearing. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlords' amendment and notice of hearing. The tenant stated that he did not receive the landlords' original application but was aware that he had not paid full rent to the landlords and the landlords were seeking unpaid rent and an order of possession against him. He agreed to proceed with the below settlement on the basis of this information and his desire to settle this claim.

At the outset of the hearing, the landlord confirmed that he was not pursuing the landlords' application for a monetary order for damage to the rental unit. He agreed that he did not know the amount of damage because he had not assessed the unit, since the

tenancy was still ongoing. I notified him that this portion of the landlords' application was dismissed with leave to reapply.

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 orders. 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 their dispute:

1. The tenant agreed to pay the landlords full monthly rent of \$1,000.00 by November 30, 2018 for November 2018 rent;
2. The tenant agreed to pay the landlords full monthly rent of \$1,000.00 by December 3, 2018 for December 2018 rent;
3. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by conditions #1 AND #2 above. In that event, the landlords' 10 Day Notice, dated October 2, 2018, is cancelled and of no force or effect;
4. Both parties agreed that this tenancy will end pursuant to a ten (10) day Order of Possession, if the tenant does not abide by conditions #1 OR #2 above;
5. The landlords agreed that the tenant does not owe any outstanding rent of \$1,000.00 to the landlords, for October 2018 rent;
6. The tenant agreed to continue paying the landlords \$1,000.00 per month in rent for the remainder of this tenancy until it is changed in accordance with the *Act* or by agreement of both parties;
7. The landlords agreed to provide rent receipts to the tenant for any future cash rent payments made by the tenant for this tenancy;
8. The landlords agreed to provide at least 24 hours' written notice, by way of posting to the tenant's rental unit door, and the tenant agreed to provide access to the rental unit whether he is present or not, for the following:
 - a. the landlords, at their own cost, agreed to have a certified, licensed professional inspect the gas leaks on the stove in the rental unit and repair or replace if recommended by the professional;

- b. the landlords, at their own cost, agreed to have a certified, licensed pest control professional inspect the rats at the rental unit and provide pest control treatment if recommended by the professional;
- 9. The landlords agreed to bear the cost of the \$100.00 filing fee paid for this application;
- 10. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of this dispute. 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 settles their dispute.

The tenant was given ample time during the hearing in order to ask questions and obtain information, which I answered, to assist him in settling this application. Most of the hearing time was spent listening to the tenant asking questions, making statements and determining whether he wanted to settle. I confirmed with the tenant, a number of times during the hearing, that he wanted to settle this application of his own free will.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached ten (10) day Order of Possession to be used by the landlords **only** if the tenant does not abide by conditions #1 OR #2 of the above settlement. The tenant must be served with this Order in the event that the tenant does not abide by conditions #1 OR #2 of the above settlement. 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.

In the event that the tenant abides by conditions #1 AND #2 of the above settlement, I find that the landlords' 10 Day Notice is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

I order that the rent for this rental unit is \$1,000.00 per month for the remainder of this tenancy until it is changed in accordance with the *Act* or by agreement of both parties.

The landlords must bear the cost of the \$100.00 filing fee paid for this application.

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 landlords' favour in the amount of \$1,000.00 for November 2018 rent only, as this is the current rent amount owing as of the date of this hearing. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant fails to pay the landlords \$1,000.00 as per condition #1 of the above agreement. The tenant must be served with a copy of this Order. 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.

I notified the landlords that any future unpaid rent amounts, including for December 2018 and onwards, would require them to apply for a separate monetary order at the Residential Tenancy Branch.

I order both parties to abide by section 29 of the *Act*, prior to the landlords' or repair professionals' entry into the rental unit. I order the landlords to complete the above inspections and repairs/replacement/pest control, if necessary, as per condition #8.

The landlords' application for a monetary order for damage to the rental unit is dismissed with 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: November 27, 2018

Residential Tenancy Branch