



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

Tenants: CNR

Landlord: OPRM-DR, FFL

### Introduction

On December 11, 2018, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to cancel a 10-day Notice to End Tenancy for Unpaid Rent, dated December 4, 2018.

On December 13, 2018, the Landlord submitted an Application for Dispute Resolution by way of an *ex parte* Direct Request Proceeding under the Act. The Landlord requested an Order of Possession due to unpaid rent, a Monetary Order to recover the unpaid rent, and to be compensated for the cost of the filing fee. The Landlord’s Application was crossed with the Tenants’ Application and the matter was set for a participatory hearing via conference call.

The Landlord and Tenants attended the hearing and testified that they were in negotiations regarding a settlement as the Tenants had moved out of the rental unit on January 18, 2019.

### Preliminary Matters

Section 63 of the Act allows an Arbitrator to 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 include an Order.

Accordingly, I assisted the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties.

### Settlement Agreement

The Landlord and Tenants confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of both parties’ (Landlord and Tenants) Applications.

1. The Tenants agree for the Landlord to retain the security deposit of \$675.00 as a portion of the unpaid rent balance.
2. The Tenants agree to pay the balance of the unpaid rent to the Landlord, in the amount of \$2,025.00.
3. Both of these Applications are now closed.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlord and the Tenants both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

As the Landlord's issues were addressed by settlement, I make no award for the recovery of the filing fee.

#### Conclusion

The above Settlement Agreement is made in full satisfaction of both the Landlord's and Tenants' Application.

As discussed with parties during the hearing, to give effect to the settlement reached between them, I issue the attached Monetary Order to be used by the Landlord only if the Tenants fail to pay the outstanding balance of rent in the amount of \$2,025.00. 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 pay the outstanding rent as agreed to in the Settlement Agreement. Should the Tenants fail to comply with this Order, this Order may be filed with the Province of British Columbia Small Claims 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: January 22, 2019

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Residential Tenancy Branch