



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, FFL

### 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, pursuant to sections 46 and 55; and
- authorization to recover the filing fee from the tenants, pursuant to section 72.

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

Both parties agree that the tenants received the landlord's notice of dispute resolution application and evidence package in person on November 22, 2018. I find that these items were served on the tenants in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

1. Is the landlord entitled to an Order of Possession for unpaid rent, pursuant to sections 46 and 55 of the *Act*?
2. Is the landlord entitled to recover the filing fee from the tenants, pursuant to section 72 of the *Act*?

### 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The landlord agrees to cancel the 10 Day Notices to End Tenancy for Unpaid Rent served on the tenants in October and November of 2018.
2. The tenants agree that rent is due on the first day of every month. The tenants agree that if their rent is paid after the first day of the month from February 2019 onwards, they will vacate the subject rental property by 1:00 p.m. on the last day of the month that rent was late. For example, if February's rent is paid on February 4, 2019 instead of February 1, 2019, the tenants would vacate the subject rental property by 1:00 p.m. on February 28, 2019.
3. If the tenants have paid rent on time from February 2019 to August 2019, the landlord agrees to review term #2 of this settlement agreement.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

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 04, 2019

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Residential Tenancy Branch