



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR CNR FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on January 17, 2019.

Both parties attended the hearing and provided testimony. Each person was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

A copy of the Tenancy Agreement was provided into evidence and although it lists two Tenants on the first page of that document, I note that only one party signed it. I have amended both applications to reflect the one Tenant who signed the Tenancy Agreement, R.S., and have removed A.S. Any orders will be issued against R.S. as she was the Tenant who rented the whole house under one Tenancy Agreement.

Settlement Agreement

During the hearing, the both parties agreed to withdraw their applications in pursuit of the following settlement agreement.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant acknowledges that she owes the Landlord \$9,971.71 in unpaid rent.
- The Tenant acknowledges that she owes the Landlord \$4,308.75 in unpaid utilities.
- This totals: \$14,280.46.
- The Tenant agrees to pay off her balance, in full, by paying \$400.00 per month on the 20TH of each month, starting February 20, 2019.
- The Tenant will try to pay more than this, if possible.
- If the Tenant fails to honour the above payment arrangements, then the Landlord is entitled to enforce the monetary order issued in this hearing.
- If the Landlord needs to enforce the monetary order due to failure to adhere to the above payment arrangements, he agrees to account for, and deduct any payments the Tenant made up until that point from the total amount listed in this decision.
- Regardless of the above payment arrangement, the tenancy will formally end on January 31, 2019.
- An order of possession will be issued to the Landlord for this date.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. Parties are encouraged to try to work together on any remaining issues.

In support of the above agreement, I will issue an order of possession to reflect the end of the tenancy, January 31, 2019.

I will also issue a conditional monetary order, whereby the Landlord can serve and enforce the order if the Tenant fails to meet the payment arrangements listed above.

Conclusion

In support of the agreement described above, the Landlord is granted an order of possession effective **January 31, 2019**, at 1:00 p.m. This order must be served on the

Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$14,280.46** comprised of rent and utilities owed. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This Order **must** be read in conjunction with the above mutual settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment plan.

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 18, 2019

Residential Tenancy Branch