



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

For the tenants: CNR OLC FFT  
For the landlord: OPR MNRL-S MNDCL-S FFL

### Introduction

This hearing was convened as a result of an Application for Dispute Resolution (“application”) by both parties seeking remedy under the *Residential Tenancy Act* (“Act”). The landlord applied for an order of possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to retain all or part of the tenants’ security deposit, and to recover the cost of the filing fee. The tenants applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated December 2, 2018 (“10 Day Notice”), for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

Tenant JW (“tenant”) and the landlord attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

### Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties and that any applicable orders would be emailed to the appropriate party.

### Settlement Agreement

During the hearing, the parties agreed to these matters on the following conditions:

1. The parties agree that the tenants will pay the landlord **\$622.95** for rent arrears and the filing fee on or before **January 28, 2019 at 5:00 p.m.**
2. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$622.95**, pursuant to #1 above, which will be of no force or effect if the amount has been paid in accordance with #1 above and the landlord successfully deposits the total amount from the tenants.
3. The tenants agree to provide post-dated cheques to the landlord as follows:
  - A. By January 28, 2019 by 5:00 p.m. eleven (11) post-dated cheques for 2019, and
  - B. For 2020 onwards, twelve (12) post-dated cheques by January 1<sup>st</sup> of each year until the tenancy ends in accordance with the *Act*.
4. The tenants agree to pay the landlord and not a different person unless directed in writing by the landlord. The name of the landlord is on the tenancy agreement and the cover page of this decision for ease of reference.
5. The parties agree that the 10 Day Notice dated December 2, 2018 is mutually withdrawn.
6. The parties agree to withdraw their respective applications in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties agreed that this mutually settled agreement was made on a voluntary basis and that the parties understood the nature of this full, final and binding settlement of all matters related to this tenancy.

### Conclusion

I order the parties to comply with the conditions of their mutually settled agreement described above.

The landlord has been granted a monetary order in the amount of \$622.95 which will be of no force or effect if that amount has been paid in accordance with #1 above and the landlord successfully deposits the full amount owing by the tenants.

This decision will be emailed to both parties. The monetary order will be emailed to the landlord. Should the landlord require enforcement of the monetary order, it must be served on the tenants by the landlord and then the monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 24, 2019

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Residential Tenancy Branch