



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES LTD. and  
[tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      CNR (Tenant)  
                              FFL, OPRM-DR (Landlord)

### **Introduction**

This hearing was convened by way of conference call in response to cross Applications for Dispute Resolution filed by the parties.

The Tenants filed their application December 21, 2018 (the "Tenants' Application"). The Tenants applied to dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice").

The Landlord filed the application December 22, 2018 (the "Landlord's Application"). The Landlord applied for an Order of Possession based on the Notice, money for unpaid rent and reimbursement for the filing fee.

The Landlord filed an amendment dated January 17, 2019 changing the monetary claim (the "Amendment").

The Representative appeared at the hearing for the Landlord. Two colleagues of the Representative also appeared. The Tenant appeared at the hearing. I explained the hearing process to the parties who did not have questions about the process when asked. The Representative and Tenant provided affirmed testimony.

The Tenant advised that the Tenants vacated the rental unit January 31, 2019.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. The Tenant confirmed he received the hearing package and evidence for the Landlord's Application. The Representative confirmed he received the Tenants' evidence.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. There is no issue that there was a tenancy agreement between the parties in relation to the rental unit.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

I answered the parties’ questions about the above. The parties agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue a Monetary Order. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

### Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Tenants withdraw their application.
2. The Landlord no longer seeks an Order of Possession.
3. The Landlord withdraws the request for reimbursement for the filing fee.
4. The Tenants agree that the Landlord can keep the \$2,500.00 security deposit and \$2,500.00 pet deposit for unpaid rent for December of 2018.

5. The Tenants agree to pay the Landlord \$5,000.00 for unpaid rent for January of 2019 and \$441.42 for an outstanding water bill no later than 5:00 p.m. on March 8, 2019. These payments will be made at the Landlord's office, the address of which is noted on the front page of this decision for clarity.

This agreement is fully binding on the parties and is in full and final satisfaction of the issues raised in the Tenants' Application, Landlord's Application and Amendment.

The Landlord is granted a Monetary Order in the amount of \$5,441.42. If the Tenants fail to pay the \$5,441.42 as set out above, this Order must be served on the Tenants. If the Tenants do not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: February 07, 2019

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Residential Tenancy Branch