



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, MNR, FFL

Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The landlords originally applied through the Direct Request process, and that application was adjourned to a participatory hearing based on an Interim Decision dated January 4, 2019, which should be read in conjunction with this Decision.

The landlords' applied for an amended monetary claim of \$20,600.00 for unpaid rent or utilities, for an order of possession for unpaid rent or utilities based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated December 18, 2018 ("10 Day Notice"), and to recover the cost of the filing fee.

The tenant and landlord EN ("landlord") attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The tenant confirmed that they were served with the landlords' documentary evidence and that they had the opportunity to review that evidence prior the hearing. The tenant affirmed that they did not submit any documentary evidence in response to the landlords' application.

Preliminary and Procedural Matter

The parties provided their email addresses at the outset of the hearing which were confirmed by the undersigned arbitrator. The parties confirmed their understanding that the decision would be emailed to both parties and that any orders would only be emailed to the landlords for service on the tenant as necessary.

Issues to be Decided

- Are the landlords entitled to an order of possession under the *Act*?
- Are the landlords entitled to a monetary order under the *Act*?
- Are the landlords entitled to the recovery of the cost of the filing fee under the *Act*?

Settlement Agreement

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

1. The parties agree that the tenant owes the landlords **\$8,505.00** in rent arrears and the filing fee.
2. The parties agree the tenant will pay a minimum of **\$2,500.00** to the landlords by the first day of each month towards the rent arrears listed in #1 above, starting **March 1, 2019**. This amount is in addition to the monthly rent due on the first of each month.
3. The parties agree that the landlords will be granted a conditional order of possession effective two (2) days after service on the tenant, and that the order of possession will only be served on the tenant if the tenant fails to comply with #2 above or pay the monthly rent until such time that the rent arrears of \$8,505.00 listed in #1 above have been paid in full by the tenant.
4. The landlord agrees to withdraw their application in full and the parties mutually agree to withdraw the 10 Day Notice as part of this mutually settled agreement.
5. The landlords are granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$8,505.00**.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I order the parties to comply with the terms of their settled agreement.

The landlords have been granted a monetary order in the amount of \$8,505.00. If the landlords require enforcement of this order, the landlords must first serve it on the

tenant and then the monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The landlord has been granted a conditional order of possession effective two (2) days after service on the tenant, and the parties agree that the order of possession will only be served on the tenant if the tenant fails to comply with #2 above or pay the monthly rent until such time that the rent arrears of \$8,505.00 listed in #1 above have been paid in full by the tenant.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the *Act*.

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: February 11, 2019

Residential Tenancy Branch