



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNDL-S, MNRL-S, MNDCL-S, FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The landlord applied for an order of possession based on an undisputed 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), for a monetary order in the amount of \$19,994.24 for unpaid rent or utilities, for damage to the unit, site or property, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to retain the tenants' security deposit, and to recover the cost of the filing fee.

The tenants and the landlord attended the teleconference hearing. I introduced myself and the participants and an opportunity to ask questions was given to both parties. The parties provided affirmed testimony. Neither party raised concerns regarding the service of documentary evidence.

Preliminary and Procedural Matters

At the outset of the hearing, the tenants confirmed that they continue to occupy the rental unit. As a result, the parties were advised that I find the landlord's application for damages to be premature. Therefore, I grant the landlord liberty to reapply for damages to the rental unit, if applicable, at a future date as the tenants have until the end of the tenancy to repair any damages to the rental unit.

The parties provided their email addresses at the outset of the hearing. The parties confirmed their understanding that the decision would be emailed to both parties.

Settlement Agreement

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

1. The parties agree that rent for April 2019 will be \$2,500.00 and is due April 20, 2019.
2. The parties agree that May 2019 rent will be due as follows:
 - \$1,250.00 due May 1, 2019 and
 - \$1,250.00 due May 15, 2019
3. The parties agree that rent for June 2019 onwards will be \$2,500.00 due June 1, 2019, and will continue to be due on the first day of each month thereafter until the end of the tenancy.
4. The parties agree that the tenants will pay a pet damage deposit of \$1,250.00 to the landlord no later than July 10, 2019.
5. The landlord agrees to withdraw their application as part of this mutually settled agreement.

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.

I do not grant the filing fee as this matter was resolved by way of a mutually settled agreement during the hearing.

Conclusion

This matter was resolved by way of a mutually settled agreement.

I order the parties to comply with their settlement agreement described above.

The tenancy shall continue until ended in accordance with the *Act*.

The filing fee is not granted as indicated above.

The decision will be emailed to the parties as indicated above.

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: April 11, 2019

Residential Tenancy Branch