



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order of Possession for unpaid rent pursuant to section 46 of the *Act*, and a Monetary Order for unpaid rent and recovery of the filing fee pursuant to sections 67 and 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Tenant J.L. attended and confirmed that she spoke on behalf of both the tenants.

The landlord acknowledged that she had failed to serve both tenants with the Notice of Dispute Resolution Proceeding packages within the time limits set out in section 59(3) of the *Act*. However, as tenant J.L. confirmed that she and tenant D.H. received the notice of this hearing approximately one week prior to the hearing date, and as both parties wished to explore settlement options, I have exercised my discretion under section 71(2)(c) of the *Act* to find that the notice of this hearing was sufficiently served for the purposes of allowing the parties to pursue settlement negotiations per section 63 of the *Act*.

Analysis

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of the issue currently under dispute at this time:

1. The tenants agreed to pay the landlord \$650.00 for April 2019 rental arrears and \$975.00 still owed for the security deposit, for a total of \$1,625.00, by no later than 5:00 p.m. on July 1, 2019. The tenants agreed to the landlord being issued a Monetary Order for this total amount and an Order of Possession, which may be enforced by the landlord against the tenants should the tenants fail to comply with this term of the settlement agreement.
2. By way of this settlement, both parties agreed that: the landlord's 10 Day Notice to End Tenancy dated April 9, 2019 is cancelled and of no further force or effect; and the landlord's application for dispute resolution dated April 25, 2019 is dismissed in its entirety.
3. Both parties agreed that the terms of this settlement as outlined above constituted a final and binding resolution of the landlord's application for dispute resolution, and that they agreed free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the Act, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following Orders:

- 1) I issue to the landlord the attached Order of Possession to be served on the tenants ONLY if the tenants fail to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenants, and should the tenants or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.
- 2) I issue to the landlord the attached Monetary Order to be served on the tenants by the landlord ONLY if the tenants fail to pay the landlord per the terms of the settlement agreement. Should the landlord be required to serve this Order on the tenants, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. If the tenants only make a partial payment

and not the total amount, this partial payment must be accounted for if the landlord is enforcing the Monetary Order.

The landlord's 10 Day Notice to End Tenancy dated April 9, 2019 is cancelled and of no force or effect.

The landlord's application for dispute resolution dated April 25, 2019 is dismissed in its entirety.

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: May 23, 2019

Residential Tenancy Branch