



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 487559 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNRL, FFL

Introduction

This matter originally proceeded by way of direct request proceeding, pursuant to section 55(4) of the Residential Tenancy Act (the "Act"), and dealt with an application for dispute resolution by the landlords for an order of possession for the rental unit due to unpaid rent and a monetary order for unpaid rent. On May 9, 2019, an adjudicator adjourned the matter to a participatory hearing which was held this date, Tuesday, June 4, 2019 at 1:30 p.m. Pacific Time. The Interim Decision written by the adjudicator dated May 9, 2019, should be read in conjunction with this decision.

At this hearing, the landlord's agent, hereafter, "landlord", and the tenants appeared, the hearing process was explained and opportunity was given to all parties to ask questions about the hearing process.

After the hearing began, the parties entered into a mediated discussion and agreed to resolve the issues raised in the landlord's application. The parties additionally agreed that I would record their settlement, as noted below.

Settled Agreement

The landlord and the tenants agreed to a mutual settlement under the following terms and conditions:

1. As of the day of the hearing, the tenants owed the landlord unpaid rent through June 1, 2019, in the amount of \$2,600.00;
2. The tenants agreed that they would pay the amount of \$2,600.00 in full by Monday, June 10, 2019, by the end of the business day;
3. The tenants understand the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenants fail

- to pay the full amount of \$2,600.00 by June 10, 2019, the landlord may serve the order of possession on the tenants for enforcement purposes, effective two (2) days after service of the order;
4. The landlord agrees not to serve the order of possession on the tenants unless they have not paid the full amount of unpaid rent owed by June 10, 2019;
 5. The landlord understands that the order of possession is of no force or effect if the tenants pay the amount of unpaid rent of \$2,600.00 by the end of the business day on June 10, 2019;
 6. The tenants agree and acknowledge that the landlord will be issued a monetary order in the amount of \$2,600.00, in the event the tenants do not pay the amount of \$2,600.00 by the end of the business day on June 10, 2019;
 7. The landlord understands that the monetary order will be of no force or effect if the tenants pay the full amount by the end of the business day on June 10, 2019;
 8. The landlord agrees that they will forfeit their claim for recovery of their filing fee of \$100.00 paid for this application; and
 9. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the landlord's application and that no finding is made on the merits of the said application for dispute resolution.

Conclusion

The landlord and the tenants have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit effective two (2) days after service of the order in the event the tenants fail to pay the full amount of unpaid rent in the amount of \$2,600.00 by June 10, 2019, by the end of the business day. The order of possession is of no force or effect if the tenants pay the full amount as outlined above.

Based upon the settled agreement as outlined above, I provide the landlord with a monetary order in the amount of \$2,600.00 in the event the tenants fail to pay that amount by June 10, 2019, by the end of the business day. The monetary order is of no force or effect if the tenants pay the full amount as outlined above.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well

as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the recorded settlement of the parties 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: June 4, 2019

Residential Tenancy Branch