



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR FFT RP RR (tenant); FFL OPUM-DR (landlord)**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of Ten-Day Notice to End Tenancy pursuant to section 47;
- An order requiring the landlord to carry out repairs pursuant to section 33;
- An order to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order of possession for landlord's use of property pursuant to sections 55 and 49;
- Authorization to recover the filing fee for this application pursuant to section 72.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agreed as follows:

1. The fixed term tenancy between the parties continues pursuant to the terms of the tenancy agreement between them and will end on October 15, 2019 at 1:00 PM at which time the tenants and all occupants will have vacated the unit;
2. The tenants will pay to the landlord on or before August 18, 2019 at 1:00 PM the sum of \$511.51 being the amount agreed between the parties as being owed by the tenants for outstanding water bills from November 15, 2017, the beginning of the tenancy, until March 31, 2019;
3. The tenants will pay to the landlord on or before August 18, 2019 at 1:00 PM the sum of \$6,350.00 being the amount agreed between the parties as being owed by the tenants for outstanding rent for the months of July and August 2019;
4. The security deposit of \$1,587.50 held by the landlord will be dealt with according to the *Act* at the end of the tenancy;
5. The landlord agreed to waive monthly rent of \$3,175.00 owing from September 1, 2019 until the time the tenants vacate on October 15, 2019 and no rent is owing by the tenants for this period;
6. The tenants agreed to pay to the landlord the utilities owing pursuant to the tenancy agreement from April 1, 2019 until they vacate on October 15, 2019, the said utilities to include water bills for the unit for which the landlord shall provide the tenants with invoices;
7. All remaining claims by both parties are dismissed without leave to reapply.

To give effect to the settlement reached between the parties, I issue to the landlord the attached order of possession which must be served upon the tenants, should the tenants fail to vacate the unit by 1:00 PM on October 15, 2019 or fail to pay the amount due on August 18, 2019 when due pursuant to the terms of the tenancy agreement and the settlement agreement between the parties of this date.

To give effect to the settlement reached between the parties, I issue to the landlords the attached monetary order requiring the tenants to pay the sum of \$6,350.00 being the amount agreed between the parties as being owed by the tenants for outstanding rent for the months of July and August 2019 and the sum of \$511.51 for outstanding water bills, in a total amount of **\$6,861.51** calculated as follows:

ITEM	AMOUNT
Rent July 2019	\$3,175.00
Rent August 2019	\$3,175.00
Outstanding water utility bill	\$511.51
Total Monetary Order (Payable as per settlement agreement above)	\$6,861.51

The monetary order is only to be served on the tenants if the tenants fail to make the monetary payments as required by this settlement.

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

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of these applications.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

I issue to the landlord the attached order of possession which must be served upon the tenants, ONLY if the tenants fail to vacate the unit by 1:00 PM on October 15, 2019 or fail to pay the amount due on August 18, 2019 when due pursuant to the terms of the tenancy agreement and the settlement agreement between the parties of this date.

I issue to the landlord the attached monetary order requiring the tenants to pay the sum of **\$6,861.51** to the landlord on or before August 18, 2019. This order must be served on the tenants ONLY if the tenants fail to pay the amount when due. The order may be filed in the BC Supreme Court (Small Claims División) 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 *Residential Tenancy Act*.

Dated: August 10, 2019

Residential Tenancy Branch