



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL-S, FFL

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain the tenants' security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 67.

The male landlord and "tenant JPL" did not attend this hearing, which lasted approximately 21 minutes. The female landlord ("landlord") and tenant JP ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she had permission to represent the male landlord at this hearing. The tenant confirmed that she had permission to represent tenant JPL at this hearing.

The tenant confirmed receipt of the landlords' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both tenants were duly served with the landlords' application.

Settlement Terms

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 and orders. 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 their dispute:

1. Both parties agreed that the tenants have already prepaid full rent for September 2019 to the landlords, as of the date of this hearing on August 27, 2019;
2. The tenants agreed to pay the landlords full monthly rent by the first day of each month, effective October 1, 2019 and for the remainder of this tenancy;
3. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenants abide by condition #2 above. In that event, the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated July 7, 2019 ("10 Day Notice"), is cancelled and of no force or effect;
4. Both parties agreed that this tenancy will end pursuant to a fourteen (14) day Order of Possession, which expires on August 27, 2020, if the tenants do not abide by condition #2 above;
5. The tenants' security deposit of \$675.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
6. The landlords agreed to bear \$50.00, which is half the cost of the \$100.00 filing fee paid for this application;
7. The tenants agreed to pay the landlords \$50.00, which is half the cost of the filing fee for this application, by way of cash by August 31, 2019, and the landlords will provide a receipt to the tenants at the time of payment;
8. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of this dispute. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles their dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached fourteen (14) day Order of Possession to be used by the landlords **only** if the tenants do not abide by condition #2 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on August 27, 2020** and it cannot be served upon the tenants after **August 27, 2020**. The tenants must be served with this Order in the event that the tenants do not abide by condition #2 of the above settlement. Should the tenants fail to

comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenants abide by condition #2 of the above settlement, I find that the landlords' 10 Day Notice, dated July 7, 2019, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlords' favour in the amount of \$50.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenants fail to pay the landlords \$50.00 as per condition #7 of the above agreement. The tenants must be served with a copy of this Order. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlords must bear the cost of \$50.00, which is half the cost of the \$100.00 filing fee paid for this application.

The tenants' security deposit of \$675.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

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 28, 2019

Residential Tenancy Branch