



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPU, MNRL-S

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an Order of Possession for Unpaid Utilities, and for a monetary order for rent and unpaid utilities in the amount of \$2,300.00, holding the security and pet damage deposits for this claim.

The Tenant and the Landlord appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their mailing addresses in the hearing and confirmed their understanding that the Decision would be mailed to both Parties and any Orders sent to the appropriate Party.

Settlement Agreement

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

1. The Parties agree to mutually withdraw the 10 Day Notice dated July 2, 2019.

2. The Landlord withdraws his Application in full as part of this mutually settled agreement.
3. The Parties agree that the Tenant will remove all of his possessions from the rental unit by October 31, 2019.
4. The Parties agree that the Tenant will move into his fifth wheel, which is temporarily located on the residential property, by November 1, 2019.
5. The Parties agree that the Tenant will vacate the residential property by December 31, 2019 at 1:00 p.m., which includes having his possessions, his animals, his fifth wheel trailer, and himself off the property by this date.
6. The Parties agree that on October 28, 2019, the Tenant will make a \$200.00 payment toward the outstanding water bill.
7. The Parties agree that the Tenant will pay the remaining amount owing on the residential property water bill by December 31, 2019.
8. The Parties agree that the Tenant owes the Landlord \$2,200.00 for unpaid rent from September and October 2019.
9. The Parties agree that by October 31, 2019, the Tenant will pay the Landlord \$1,100.00, as partial payment for the outstanding rent owing.
10. The Parties agree that by November 30, 2019, the Tenant will pay the Landlord \$1,100.00 for the remaining rent outstanding.
11. The Parties agree that they entered into this Settlement Agreement completely voluntarily.
12. The Parties agree that this tenancy will end on the terms set out in this Settlement Agreement, as stipulated above. The Landlord is granted an Order of Possession effective December 31, 2019 at 1:00 p.m., which is to be enforced only if the Tenant does not adhere to the terms of this Settlement Agreement set out above. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Settlement Agreement was reached in accordance with section 63 of the 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.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this, and based on the above, I hereby order that the 10 Day Notice to End Tenancy for Unpaid Utilities dated July 2, 2019, is cancelled and is of no force or effect.

In addition, in support of the settlement described above, and with agreement of both Parties, I grant the Landlord an **Order of Possession**, to serve and enforce upon the Tenant, if necessary, **effective on December 31, 2019 at 1:00 p.m.** This Order must be served on the Tenant, if the Tenant fails to adhere to the terms of the Settlement Agreement.

I Order the Parties to comply with their Settlement Agreement described above.

The Landlord is required by section 38 of the Act to (a) return the Tenant's security and pet damage deposits or (b) apply for dispute resolution to claim against them within fifteen days of the later of (i) the end of the tenancy or (ii) the date the Landlord receives the Tenant's forwarding address in writing.

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: October 09, 2019

Residential Tenancy Branch