



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL-S, FFL; MT, CNR, FFT

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 and pet damage deposits, pursuant to section 38; and
- authorization to recover the filing fee for their application, pursuant to section 67.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- more time to make an application to cancel the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 3, 2019 ("10 Day Notice"), pursuant to section 46; and
- authorization to recover the filing fee for his application, pursuant to section 67.

The three landlords and the 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. This hearing lasted approximately 54 minutes.

The hearing began at 11:00 a.m. with all parties present. The landlords unexpectedly disconnected from the hearing at 11:18 a.m. and returned at approximately 11:19 a.m., citing a telephone problem. I informed the landlords about what occurred in their absence. The hearing ended at 11:54 a.m.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's 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 landlords, at their own cost, will finish the driveway repair at the rental property, and that the tenant is not required to repair or pay for the driveway;
2. The tenant agreed to pay the landlords \$2,414.00 for outstanding rent, by way of e-transfer by November 22, 2019;
3. The tenant agreed to pay the landlords full monthly rent by the first day of each month for the remainder of this tenancy;
4. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by conditions 2 AND 3 above. In that event, the landlords' 10 Day Notice, dated September 3, 2019, is cancelled and of no force or effect;
5. Both parties agreed that this tenancy will end pursuant to a seven (7) day Order of Possession, which expires on November 15, 2020, if the tenant does not abide by conditions 2 OR 3 above;
6. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for their applications;
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications 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

The tenant's security deposit of \$1,250.00 and pet damage deposit of \$500.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached seven (7) day Order of Possession to be used by the landlords **only** if the tenant does not abide by conditions 2 OR 3 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on November 15, 2020** and it cannot be served upon the tenant after **November 15, 2020**. The tenant must be served with this Order in the event that the tenant does not abide by conditions 2 OR 3 of the above settlement. Should the tenant 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 tenant abides by conditions 2 AND 3 of the above settlement, I find that the landlords' 10 Day Notice, dated September 3, 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 \$2,414.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant fails to pay the landlords \$2,414.00 as per condition 2 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant 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.

Both parties must bear their own costs for the \$100.00 filing fees paid for their applications.

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: November 16, 2019

Residential Tenancy Branch