



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, FFL

This hearing dealt with an Application for Dispute Resolution by Direct Request (the “Application”) that was set to a participatory hearing. The Landlords filed under the *Residential Tenancy Act* (the “Act”), seeking a Monetary Order for unpaid rent, an Order of Possession for the rental unit based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”), and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlords and the Tenant, all of whom provided affirmed testimony. Neither party raised any concerns regarding service or receipt of the Dispute Resolution Hearing Package or the Notice of Hearing.

At the request of the parties, copies of the decision and any orders issued in their favor will be emailed to them at the email addresses confirmed in the hearing.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that as of the date of the hearing, \$6,100.00 is owed in outstanding rent for January, February, and March of 2020.
2. The parties agree that the Landlords can retain the \$1,350.00 security deposit towards the outstanding rent listed under section 1, and that the remaining balance of rent owed as of the date of the hearing is \$4,750.00.
3. The parties agree that the tenancy may continue until March 31, 2020, at 12:00 P.M., only if the following conditions are met, and that the Landlords be granted an Order of Possession for 12:00 P.M. on March 31, 2020, for this purpose:

- a. On or before 11:59 P.M. on March 13, 2020, the Tenant pays \$1,000.00 to the Landlords towards the total amount of rent owed under section 2 of this agreement;
 - b. On or before 11:59 P.M. on March 20, 2020, the Tenant pays an additional \$1,700.00 to the Landlords towards the balance of the total amount of rent owed under section 2 of this agreement.
4. The Tenant understands that failure to abide by either of the payment terms set out under section 3 of this mutual settlement agreement will result in the termination of the tenancy two days after service of the attached two day Order of Possession.
5. The Landlords understand and agree that the attached two-day Order of Possession is conditional and cannot be served or enforced on the Tenant unless the Tenant fails to abide by one or both of the payment arrangements set out under section 3 of this agreement.
6. The Tenant agrees to pay the Landlords any outstanding balance of the amount owed under section 2 of this agreement and understands that if satisfactory payment arrangements are not made with the Landlords and complied with by the Tenant, the Landlords will enforce the Monetary Order against them in the BC Small Claims Court.
7. The Tenant agrees that any requests by the Landlords to show the rental unit to prospective new occupants will not unreasonably be refused provided the Landlords and Tenant agree on the date and time of the viewings. Should no agreement be reached, or should the Tenant unreasonably refuse a time proposed by the Landlords, the parties agree that the Landlords may give the Tenant written notice in compliance with section 29 of the *Act* and enter the rental unit in compliance with that notice for the purpose of showing the rental unit to perspective new occupants.
8. The rights and responsibilities of the parties under the *Act*, regulation, and tenancy agreement continue in full force and effect until the tenancy is ended in accordance with this agreement.
9. The Landlords agree to withdraw their Application in full as part of this mutually settled agreement.

Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord two orders of possession as follows:

- An Order of Possession effective at 12:00 P.M. on March 31, 2020; and
- A Conditional Order of Possession effective two days after service on the Tenant.

The Landlords are provided with the Order of Possession effective March 31, 2020, in the above terms, and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlords are also provided with the Conditional Order of Possession effective two days after service on the Tenant. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenant **unless** the Tenant fails to abide by either of the payment terms set out under section 3 of this mutual settlement agreement. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. If the Tenant complies with section 3 of this agreement, the two day Order of Possession is deemed to be of no force or effect.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlords a Conditional Monetary Order in the amount of **\$4,700.00**. The Tenant must be served with this Order as soon as possible **and it must** be read in conjunction with the related mutual settlement agreement. The Landlords **must not** seek to enforce this Order on the Tenant, unless the Tenant fails to pay all or a portion of the amounts owed under section 3 of the agreement or section 6 of the agreement, or a portion thereof, after the tenancy has ended.

The Landlords are provided with this Monetary Order in the above terms and should the Tenant fail to pay all, or a portion of the amount listed under section 2 of the mutual settlement agreement, this Order may be filed in the Small Claims Division of the Provincial Court 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: March 6, 2020

Residential Tenancy Branch