



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR-DR, OPRM-DR, FFL

### Introduction

This participatory hearing was convened after the landlord applied for a Direct Request proceeding on February 20, 2020. The landlord applied for an order of possession for the rental unit, as well as compensation for unpaid rent, and to recover the filing fee for the Application.

In addition, the tenants applied for a cancellation of the 10 Day Notice to End Tenancy (the “10 Day Notice”), and the hearing reverted to a participatory hearing. In that application (file number on front page of this decision), a decision was issued on that application on March 16, 2020.

In the interim period before the hearing, the landlord filed two amendments to the original monetary claim: on March 4, 2020, the landlord added an additional two months’ rent amounts; on April 14, 2020, the landlord added amounts for compensation of costs for damage to the rental unit.

The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on April 28, 2020. In the conference call hearing I explained the process and provided each party the opportunity to ask questions.

Both the landlord and tenants attended the hearing. I am satisfied the landlord served all required notices for the hearing, including amendments and evidence, to the tenants in good order. The landlord presented they used registered mail and email to each tenant with all documents. In the hearing, the tenants confirmed they received all notices and evidence submitted by the landlord. The tenants did not submit documentary evidence for this hearing.

### Preliminary Issue – Order of Possession

On March 8, 2020 the tenants vacated the rental unit. Both parties confirmed this as fact in the hearing. For this reason, I amend the landlord's application to exclude the matter of possession.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Is the landlord entitled to a monetary for loss or compensation pursuant to section 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this Application pursuant to section 72 of the *Act*?

### Background and Evidence

During the hearing the parties agreed to the landlord's claim in full. The tenants proposed a payment plan as settlement. After discussion and review of the details, the landlord agreed that this is satisfaction of any amounts owing. Both parties confirmed this settlement is made on a voluntary basis and with the nature of this full and final settlement in this matter. Both parties exchanged full particulars of contact information in the hearing.

The tenants give full consent for the landlord to keep the full amount of the security and pet deposits: \$1,900.00. Subtracting this from the full amount, the balance owing is \$9,338.65.

The specific terms of the agreement are as follows:

- The parties agree the tenants owe the landlord \$11,238.65.
- The parties agree the landlord will retain the security and pet damage deposits in the amount of \$1,900.00, leaving a balance owing of \$9,338.65.
- The tenants are jointly are responsible for the payment of \$350.00 per month.
- This amount shall be paid by e-transfer on the 15<sup>th</sup> of each month.
- This plan commences on May 15, 2020.
- This plan of \$350.00 per month continues for 25 months.

- A final one-time payment of \$588.65 shall be tendered by the tenants on June 15<sup>th</sup>, 2022. This is the 26<sup>th</sup> and final payment.

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as the tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

I accept and record the settlement agreement reached by the parties during this hearing and I make the terms of the Order binding upon both parties.

The parties did not include any agreement in regard to the landlord's claim for recovery of the filing fee. As the settlement encompasses all matters related to this claim for compensation, I find the landlord's claim on this discrete point is moot.

### Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the landlord with a Monetary Order in the amount of \$9,338.65 to serve and enforce upon the tenants, if necessary.

If the parties fail to comply with the terms of payment as set out within the settlement agreement, the landlord may enforce the monetary order in the Small Claims Court division of the Provincial Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: April 29, 2020

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Residential Tenancy Branch