



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPM, MNDCL-S, FFL

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order of possession under a Mutual Agreement to End Tenancy ("Mutual Agreement") pursuant to section 55;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

LH attended for the landlords ("the landlord"). The tenant attended.

No issues of service were raised. I find the Applicant served the Respondent as required under the *Act*.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 52 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The parties agreed the rent for the unit effective October 1, 2018 is \$2,554.74 and that \$5,140.00 is outstanding for rent payable up to and including May 2020;
2. The tenant agreed to reimburse the landlord for the outstanding rent of \$5,140.00 as follows:
 - The tenant shall pay to the landlord the sum of \$1,715.00 by June 1, 2020;
 - The tenant shall pay to the landlord the sum of \$1,715.00 by July 1, 2020;
 - The tenant shall pay to the landlord the balance of \$1,710.00 by August 1, 2020;
3. In addition to the payments described above, the tenant agreed to pay to the landlord monthly rent of \$2,554.74 on the first day of each month from June 1, 2020 until the tenancy ends;
4. The tenant agreed to vacate the unit by 1:00 PM on the last day of the second calendar month following the end of the BC State of Emergency;
5. For greater certainty, the parties agreed to the following illustration of the calculation of the vacancy date:
 - If the State of Emergency ends on June 10, 2020, the tenant shall vacate the unit on or before 1:00 PM on the last day of the two subsequent calendar months, that is, on August 31, 2020;

6. The issue of the return of the security deposit of \$1,245.00 shall be dealt with by the parties at the end of the tenancy.
7. To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord an Order of Possession to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement and ONLY upon the termination of the State of Emergency. The Order is effective at the end of two calendar months following the end of the State of Emergency;
8. To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord a Monetary Order in the amount of \$5,140.00 to be served on the tenant ONLY if the tenant fails to abide by the repayment terms set out in this settlement agreement, the Monetary Order to be reduced by any payments made by the tenant on this amount;

The terms of this settlement were fully discussed in a hearing that lasted 53 minutes. Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

1. To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord an Order of Possession to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement and ONLY upon the termination of the State of Emergency. The Order is effective at the end of two calendar months following the end of the State of Emergency;

2. To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord a Monetary Order in the amount of \$5,140.00 to be served on the tenant ONLY if the tenant fails to abide by the repayment terms set out in this settlement agreement, the Monetary Order to be reduced by any payments made by the tenant on this amount;

Should the landlord be required to serve this Order of Possession on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Should the landlord be required to serve this Monetary Order on the tenant, the landlord may file this Order in the Supreme Court of British Columbia (Small Claims division) to be 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: May 14, 2020

Residential Tenancy Branch