



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, MNRL, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Landlords under the Residential Tenancy Act (the “Act”), seeking:

- Unpaid rent;
- Compensation for monetary loss or other money owed; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlord A.B. (the Landlord) and the Tenant J.S. (the Tenant), both of whom provided affirmed testimony. The Tenant confirmed that they and the other Tenant K.S. were served with copies of the Application, the Notice of Hearing, and the Landlord’s documentary evidence as required. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

At the request of the parties, copies of the decision and any orders issued in their favor will be mailed to them at the mailing addresses listed in the Application.

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 order.

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

1. The parties agree that the Tenants owe \$5,130.00 in affected rent which was due between March 18, 2020 – and August 17, 2020.
2. The Tenants agree to pay the above noted amount to the Landlords in 7 equal payments of \$732.85, which are due on the first day of each month, beginning September 1, 2020 and ending with the last payment on March 1, 2021.
3. The parties agree that the payment plan noted above (the Equal Payment Plan) replaces all previous payment agreements that existed between the parties in relation to the affected rent outlined above.
4. The Landlords acknowledge that they will not serve or seek to enforce a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (a 10 Day Notice) or a One Month Notice to End Tenancy for Cause (a One Month Notice) for late payment of rent, if the Tenants default on the Equal Payment Plan, as they recognize that this is a compressed repayment period.
5. The Tenants understand that although failure to comply with the terms of the Equal Payment Plan above will not constitute grounds to end the tenancy, they are still required to make these payments on time and in full.
6. The Tenants understand that failure comply with the terms of the Equal payment Plan will render the balance of the amounts owed under the Equal Payment Plan immediately due and entitle the Landlords to immediately seek enforcement of the attached Conditional Monetary Order, or the balance owed thereof, in the Small Claims Division of the BC Provincial Court.
7. The Tenants understand that rent in the amount of \$2,200.00 continues to be due on time and in full on the first day of each month as stated in the tenancy agreement.
8. The Tenants understand that failure to pay their rent on time and in full starting on September 1, 2020, may result in the end of their tenancy as the Landlords will be entitled to serve and enforce a 10 Day Notice or a One Month Notice, as applicable, in relation to the unpaid rent, or repeated late payment of rent as set out in Residential Tenancy Policy Guideline #38, or both, provided none of the late rent payments relied on by the Landlords for ending the tenancy under the One Month Notice were due between March 18, 2020 – August 17, 2020.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

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 \$5,130.00. The Landlords are provided with this Conditional Monetary Order in the above terms and the Tenants must be served with this Order as soon as possible. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlords **must not** seek to enforce this Order on the Tenants unless they fail to comply with the Equal Payment Plan set out in the settlement agreement.

Should the Tenants fail to comply with the Equal Payment Plan, 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: August 21, 2020

Residential Tenancy Branch