



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction, Preliminary and Procedural Matters-

This hearing convened by teleconference on July 30, 2020 to deal with the landlords' application for:

- a monetary order for unpaid rent; and
- recovery of the filing fee.

The landlords and the tenant attended that hearing and the matters were adjourned due to the evidence issues raised by the tenant. An Interim Decision was entered on July 31, 2020, which is incorporated by reference and should be read in conjunction with this Decision.

The hearing reconvened on September 8, 2020, the landlords and the tenant attended, and the matter of a settlement was discussed.

At that point, a mediated discussion ensued.

Settlement and Conclusion

During the hearing the parties reached a comprehensive settlement. Pursuant to section 63 of the Act, I record their agreement in this my Decision and resulting order. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the landlords' claim.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. The parties agree that the tenant owes the amount of \$9,525.00 in unpaid rent accrued during the tenancy.
2. The tenant agrees to make monthly payments of \$700.00 on the outstanding balance of \$9,525.00, by adding that amount to the monthly rent, beginning in September 2020, which is not yet paid.
3. The tenant agrees to pay the amount of \$700.00 by adding that amount to the monthly rent, which is due on the 1st day of each month, on each succeeding month thereafter until the amount of \$9,525.00 is paid in full.
4. The parties agree and understand that the tenant will continue to make and is obligated to make the monthly payments of \$700.00 even if the tenancy ends prior to the full amount being paid.
5. The parties understand and agree that the landlord will be issued a monetary order in the amount of \$9,525.00 and the monetary order will not be enforceable as long as the tenant makes his full and timely monthly payments as agreed upon.
6. The parties understand and agree the monetary order will be enforceable if the tenant fails to make any payment of \$700.00, either with his monthly rent payment or on the 1st day of each month if the tenancy ends, **less any amount paid by the tenant under this payment plan.**

This settlement agreement was reached in accordance with section 63 of the Residential Tenancy Act. The parties are bound by the terms of this agreement, as well as by the terms of their 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.

As this matter was settled by agreement of the parties, I decline to award the landlords recovery of their filing fee.

This decision containing the parties' settled agreement is final and binding on the parties and 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: September 8, 2020

Residential Tenancy Branch