



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cherry creek properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC RP LRE

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. A participatory hearing, by teleconference, was held on October 9, 2020. The Tenants applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord and the Tenants both attended the hearing. All parties provided testimony.

Settlement Agreement

During the hearing, both parties agreed to cancel the 1-Month Notice to End Tenancy, and to allow the Tenants to withdraw this application in pursuit of the following settlement agreement.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute 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 agree that the tenancy will end on November 15, 2020, at 1pm, and the Tenants will move out by this date.
- The Tenants acknowledge that they owe the Landlord 1,435.00 in unpaid rent, as of the date of this hearing (for September 2020). The Tenants agree to pay this amount by October 16, 2020.

- Both parties also agree that the Tenants also have to pay \$717.50 on November 1, 2020 (half month's rent for November 1, 2020 – November 15, 2020), on top of what is currently owed in back rent.
- In total, the Tenants owe \$2,152.50 in rent, which will cover all rent owing up until the agreed upon end of the tenancy (November 15, 2020). A monetary order will be issued for this amount, in case payments are not honored.
- If the Landlord needs to enforce the monetary order due to failure to adhere to the above payment arrangements, she agrees to account for, and deduct any payments the Tenant made up until that point from the total amount listed in this decision.
- Both parties also agree that if the Tenants fail to adhere to the above payment arrangement, the Landlord may serve and enforce the attached 2 day order of possession, in addition to the monetary order.
- The Landlord may also serve and enforce the 2 day order of possession if the Tenants fail to move out on November 15, 2020.

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. Parties are encouraged to try to work together on any remaining issues.

In support of the above agreement, I will issue an order of possession effective 2 days after it is served on the Tenants.

I will also issue a conditional monetary order, whereby the Landlord can serve and enforce the order if the Tenant fails to meet the payment arrangements listed above.

Conclusion

In support of the agreement described above, the Landlord is granted an order of possession effective **two days after service** on the Tenants. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$2,152.50** comprised of rent owed. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This Order **must** be read in conjunction with the above mutual settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of the payment plan.

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: October 09, 2020

Residential Tenancy Branch