



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: OPR MNR MNSD FF
Tenant: CNR OLC FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on October 30, 2020.

Both sides attended the hearing and provided testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. Both parties confirmed receipt of each other's applications and evidence packages. Neither party took issue with the service of these documents.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties agreed to the withdrawal of their applications and the Notice to End Tenancy 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 and an order:

- The Tenants will move out of the rental unit by **November 1, 2020, at 1pm.**
- The parties agree to cancel the 10 Day Notice, issued on September 5, 2020.
- Both parties withdraw their applications in full.
- **Rent owing – both parties agree to the following:**
 - the Tenants owe \$1,500.00 in past due rent, as of the time of this hearing.
 - the Landlord currently holds a security and pet deposit, totalling \$1,500.00.
 - the Landlord may retain \$300.00, immediately, from the \$1,500.00 deposit, leaving \$1,200.00 in deposits held by the Landlord. This \$300.00 will be used to reduce the Tenants' outstanding rent balance from \$1,500.00 to \$1,200.00
 - The Tenants will repay the remaining \$1,200.00 in unpaid rent in 4 equal denominations of \$300.00 on December 1, 2020, January 1, 2021, February 1, 2021, and March 1, 2021.
 - If the Tenants fail to make the above noted payments, starting in December 2020, then the Landlord may serve and enforce the attached monetary order.
 - A monetary order will be issued for \$1,200.00, which is the full amount of rent still owing, after the \$300.00 transfer payment from the deposits. If the Tenants make partial payments, the Landlord must only seek to collect on amounts that have not been paid.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

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.

To give effect to the settlement reached by the parties, I also grant the Landlord an Order of Possession effective August 6, 2018, at 1pm to reflect the end of tenancy. I also grant the Landlord a monetary order in the amount of \$2,490.00, as specified above.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective November 1, 2020, at 1pm and after service on the tenants. The

Landlord may serve and enforce this Order if the Tenants fail to move out as specified above.

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$1,200.00** comprised of rent owed. This order must be served on the Tenants. If the Tenants fails 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 Tenant, unless the Tenant fails 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 30, 2020

Residential Tenancy Branch