



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: OPR MNR FF
Tenant: CNR CNL FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on May 17, 2021.

Both sides attended the hearing and provided affirmed 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.

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 all Notices to End Tenancy in pursuit of the following settlement agreement, so that the Tenants could have more time to move out.

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:

- Both parties agree to set aside and cancel all Notices to End Tenancy issued thus far and none of the Notices have any force or effect.
- Both parties withdraw their applications
- Both parties agree that the Tenant must vacate the rental unit by June 30, 2021, at 1pm.
- **Rent owing**
 - Both parties agree that the Tenants owe \$6,700.00 in rent as of the time of this hearing, covering until the end of May 2021.
 - Both parties also agree that the Tenants will owe an additional \$1,500.00 for June 2021, which brings the total amount owing to \$8,200.00 until the end of June (which is when the tenancy ends)
- The Tenants will ensure the Landlord receives a certified cheque or money order for \$4,500.00 by May 24, 2021. Both parties agree that failure to pay this amount on time, will entitle the Landlord to serve and enforce the attached order of possession, which will be effective 2 days after it is served on the Tenants.
- The Tenants will move out by June 30, 2021, at 1pm, and if they fail to do so, the Landlord may serve and enforce the attached order of possession, which will also be effective 2 days after it is served on the Tenants.
- As part of this settlement agreement, the Landlord is granted a monetary order for the full amount of the rent owing up until the end of June (\$8,200.00). However, prior to enforcing this monetary order, the Landlord must reconcile any payments made by the Tenants following this hearing, and only seek to collect on the remaining balance owing.
- 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.

Conclusion

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 **\$8,200.00** 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.

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

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 17, 2021

Residential Tenancy Branch