



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, OLC, MNDCT, RP, LRE, PSF, OPR-DR, MNR-DR,
FFL

Introduction

This hearing was convened in response to an application by the Tenants and an application by the Landlords pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenants applied on November 5, 2021 for:

1. An Order cancelling two notices to end tenancy - Section 46 and 47;
2. An Order for the Landlord’s compliance - Section 62;
3. A Monetary Order for compensation or loss - Section 67;
4. An Order for repairs - Section 32;
5. An Order restricting the Landlord’s entry - Section 70; and
6. An Order for the Landlord to provide services or facilities - Section 65.

The Landlords applied on December 20, 2021 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions. During the hearing the Parties reached a settlement agreement. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the nature of the full and final settlement of these matters.

Agreed Facts

The tenancy under written agreement started on September 1, 2021. Rent of \$1,500.00 is payable on the first day of each month. At the outset of the tenancy the Landlords collected \$750.00 as a security deposit and \$250.00 as a pet deposit. The Tenants failed to pay rent for December 2021 and on December 7, 2021 the Landlords served the Tenants with a 10-day notice to end tenancy for unpaid rent dated December 7, 2021 (the "Notice") by posting the Notice on the door. The Notice sets out unpaid rent of \$1,500.00 due December 1, 2021 and an effective date of December 20, 2021. The Tenants did not dispute this Notice, have not moved out of the unit and have not paid rent for January 2022.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The tenancy will end at 1:00 p.m. on January 31, 2022;**
- 2. The Tenants owe the Landlords \$3,000.00 in unpaid rent for December 2021 and January 2022;**
- 3. The Landlords will retain the combined security and pet deposits of \$1,000.00 against the rents owing leaving \$2,000.00 owed to the Landlord;**
- 4. The Landlords waive recovery of the filing fee; and**
- 5. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63(2) of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement I grant the Landlords an order of possession and a monetary order for unpaid rents on the mutually agreed terms.

Conclusion

I **grant** an Order of Possession to the Landlords effective at 1:00 p.m. on January 31, 2022. The Tenants must be served with this **Order of Possession**. Should the Tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I Order the Landlord to retain the security and pet deposit plus zero interest of \$1,000.00 in partial satisfaction of their claim and grant the Landlord an order for the remaining amount of \$2,000.00. If necessary, this order may be filed in the Small Claims 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 Act.

Dated: January 13, 2022

Residential Tenancy Branch