



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacific Cove Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes Tenants: CNR; Landlord: MNR-DR, OPR-DR, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear two crossed applications regarding a residential tenancy dispute.

The Tenants applied for an order to cancel a 10 Day Notice to End Tenancy For Unpaid Rent, dated November 2, 2021.

The Landlord applied for:

- an order of possession, having issued the 10 Day Notice;
- a monetary order for rent not paid in the required time; and
- the filing fee.

Settlement

Pursuant to section 63 of the Act, if the parties settle their dispute during the dispute resolution proceeding, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties reached a resolution; the tenancy will continue.

The parties agreed that as of January 2022, the monthly rent increased to \$1,040.00.

The parties agreed that late rent incurs a fee of \$25.00, as noted in the tenancy agreement. A copy of the tenancy agreement was submitted as evidence

by the Landlord.

The Tenants agreed to pay the filing fee of \$100.00 the Landlords paid to apply for dispute resolution.

The parties agreed that the Tenants owe the Landlord rent as follows:

Month	Rent due	Rent paid	Outstanding for month
October 2021	\$1,025.00	\$800.00	\$225.00
November 2021	\$1,025.00	\$0.00	\$1,025.00
December 2021	\$1,025.00	\$0.00	\$1,025.00
January 2022	\$1,040.00	\$0.00	\$1,040.00
Total rent outstanding			\$3,315.00

The parties agreed that the Tenants owe the Landlord a total amount as follows:

Total rent outstanding	\$3,315.00
Late fees of \$25.00 a month for Oct–Dec 2021 & Jan 2022 (4 x \$25.00)	\$100.00
Filing fee	\$100.00
Total amount owing:	\$3,515.00

Both parties agreed to the following binding settlement terms:

- 1) The Tenants will pay the Landlord \$2,500.00 by money order by the end of January 4, 2022.
- 2) The Tenants will pay the Landlord the remaining amount owing, \$1,015.00, on January 13, 2022. ($\$3,515.00 - \$2,500.00 = \$1,015.00$)
- 3) The Tenants will pay rent in full on the first day of each month, as required by the tenancy agreement.

Conclusion

The parties reached a settlement; the tenancy will continue until it is ended in accordance with the Act.

I order the parties to comply with the terms of the settlement agreement set out above.

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: January 04, 2022

Residential Tenancy Branch