



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

Landlord's application: OPR-DR MNR-DR FFL  
Tenants' application: CNR FFT

### Introduction

This hearing was convened as a result of an Application for Dispute Resolution (application) by both parties seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for an order of possession for unpaid rent or utilities, for a monetary order of \$7,000.00 for unpaid rent or utilities, to keep all or part of the security deposit and/or pet damage deposit, and to recover the filing fee. The tenants applied to cancel a 10 Day Notice to End Tenancy dated February 6, 2022 (10 Day Notice) and to recover the cost of the filing fee.

The landlord, spouse of the landlord, JS, an agent for the landlord, BS (landlord agent) and an agent for the tenants, KG (tenant agent) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

### Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The parties agree that the tenants owe the landlord **\$11,100.00** in rent arrears as of the date of this hearing, May 20, 2022.

2. The parties agree that the tenants will repay the \$11,100.00 amount owing as described in 1 above, via three installments of \$3,700.00 as follows:
  - A. June 10, 2022
  - B. June 24, 2022
  - C. July 8, 2022
3. The landlord will be granted a monetary order in the amount of **\$11,100.00**, which will be of no force or effect if the tenants pay the landlord in accordance with 2 above.
4. The landlord is granted an order of possession effective **five (5) days after service on the tenants** which will be of no force or effect if the tenants successfully pay the landlord in accordance with 2 above. In other words, the order of possession will not be enforceable and may be destroyed if the payments in 2 above have been fully paid and deposited by the landlord.
5. The parties agree to withdraw their respective applications in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

### Conclusion

**I ORDER** pursuant to section 63 of the Act, that the parties comply with the terms of their settlement agreement described above.

If a tenant payment is missed related to 2 above, the landlord may serve and enforce the order of possession and then the order of possession may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Regarding the monetary order, should the landlord need to enforce the monetary order, the monetary order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision will be emailed to both parties. The orders will be emailed to the landlord only for service, if necessary, on the tenants.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 20, 2022