



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **OPR, MNRL-S, MNDCL-S, FFL**

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession based on unpaid rent, for a monetary order for unpaid rent and late fees, to keep all or part of the security deposit and pet damage deposit and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing.

### **Preliminary Issues**

At the beginning of the hearing the landlord stated the property where the tenants are located was sold at the end of February 2022. The landlord stated that they are no longer seeking an order of possession. The landlord stated that since the tenants were still living in the rental unit at the time the property was sold the tenants security deposit and pet damage deposit were transfer to the new owner.

The landlord stated that they are only seeking a monetary order for unpaid rent, late fees that were due from the tenants when they were the tenants' landlords and to recover the filing fee.

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

- 1) The tenant agrees that they owe rent to the landlord for December 2021, January and February, late fees and the filing fee in the total amount of \$4,367.75;
- 2) The parties agreed that the tenants will pay the sum of \$400.00 per month commencing on or before June 15, 2022, and the like sum will be paid on or before the 15<sup>th</sup> day of each month thereafter until the full balance is paid;
- 3) The parties agreed that the tenants will pay the above payments by money order which are to be given to the landlord's agent, which I have noted that information on the covering page of this Decision;
- 4) The parties agreed that should the tenants fail to make any of the above payments by the due date, the full amount will become immediately due and owing and the landlord is entitled to enforce the monetary order in the Provincial Court (Small Claims).

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

#### Conclusion

As a result of the above settlement, the landlord is granted a monetary order, should the tenant fail to comply with the payment plan in the settlement 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 31, 2022

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Residential Tenancy Branch