



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPL, FFL, FFL

### Introduction

This hearing was convened as a result of the Landlord's Applications for Dispute Resolution ("Applications") under the *Residential Tenancy Act* ("Act"), for an order of possession for unpaid rent, further to having served the Tenant(s) with a 10 Day Notice to End Tenancy for Unpaid Rent dated February 1, 2022; for an Order of Possession, further to having served a Two Month Notice to End Tenancy for Landlord's Use dated January 29, 2022 ("Two Month Notice"); and the Landlord applied for recovery of his two \$100.00 filing fee Applications.

The Tenants, K.D. and S.H., the Landlord, and an agent for the Landlord, C.L. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it.

During the hearing the Tenants and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

### Preliminary and Procedural Matters

The Landlord provided his email address in the Application and he confirmed it in the hearing. The Tenants provided their email address in the hearing. The Parties also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Settlement Agreement

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

1. The Parties agree to mutually withdraw the Two Month Notice dated January 29, 2022.
2. The Parties agree to mutual withdraw the 10 day notice dated February 2, 2022.
3. The Landlord withdraws his Applications in full as part of this mutually agreed Settlement.
4. The Parties agree that the Tenants will vacate the residential property by July 1, 2022, at 1:00 p.m.
5. The Parties agree that the Tenants owe the Landlord \$8,000.00 in unpaid rent.
6. The Parties agree that this tenancy will end on the terms set out in this Settlement Agreement **on the condition** that the Tenants comply with the vacating schedule as stipulated above. The Landlord is granted an **Order of Possession** effective two days after service of this Order on the Tenants, which is to be enforced only if the Tenants do not adhere to the vacating schedule stipulated above. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. If the Tenants comply with the above vacating schedule, this Order will become void and unenforceable.
7. The Parties agree that the Tenants will owe the Landlord \$4,000.00 in rent if they adhere to the vacating clauses of this Settlement Agreement. The Landlord is granted a **MONETARY ORDER of \$4,000.00**, to be served on the Tenants, and enforced **only** if the Tenants do not comply with clause 8 below. This Order may be filed in the Provincial Court of British Columbia, Small Claims Division, and may be enforced as an Order of that Court. If the Tenants comply with the payment agreement clause 8 below, this Order will become void and unenforceable.

8. The Parties agree that after the Tenants vacate the residential property, the Parties will come to another agreement as to how the Tenants will pay their outstanding rent to the Landlord.
9. The Parties agree that if the Tenants move out in compliance with the vacating clauses and do not leave anything behind – garbage or otherwise – **the Landlord will reduce the rent owed** by another \$1,000.00 to **\$3,000.00**.
10. The Parties agree that they entered into this agreement completely voluntarily.

This Settlement Agreement was reached in accordance with section 63 of the 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.

These particulars comprise the full and final Settlement of all aspects of this dispute for both Parties. Both Parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

As noted in the hearing, if the Parties have difficulty with any aspects of this Settlement Agreement, including the payment of the rent arrears, either or both Party may contact the RTB for assistance in settling that aspect of this matter.

### Conclusion

This matter was resolved by way of a mutually settled Agreement. In recognition of this Settlement Agreement and based on the above, I hereby order that the One Month Notice to End Tenancy for Landlord's Use dated January 29, 2022, is cancelled and is of no force or effect.

Further, I hereby order that the 10 Day Notice to End Tenancy for Unpaid rent dated February 2, 2022, is cancelled and is of no force or effect.

In addition, in support of the Settlement described above, and with agreement of both Parties, I grant the Landlord a conditional **Order of Possession**, to serve and enforce upon the Tenants, if necessary, **effective two days after service of the Order** on the Tenants. This Order must be served on the Tenants, only if the Tenants fail to comply with the terms of the Settlement Agreement.

In addition, in support of the Settlement described above, and with agreement of both Parties, I grant the Landlord a conditional **Monetary Order of \$4,000.00** to serve and enforce upon the Tenants, if they do not comply with clause 8 above in agreeing to a payment schedule for the outstanding rent arrears.

I Order the Parties to comply with their Settlement Agreement described above.

The tenancy shall continue until ended in accordance with this Settlement Agreement.

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: June 20, 2022

---

Residential Tenancy Branch