



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with an Application for Dispute Resolution (Application) that was filed by the Landlord under the Residential Tenancy Act (the Act) on October 21, 2022, seeking:

- An early end to the tenancy pursuant to section 56 of the Act.

The hearing was convened by telephone conference call at 9:30 A.M. on November 14, 2022, and was attended by the Tenant B.Y., who also acted as the agent for the Tenant D.R., the Tenants' advocate M.K. (the Advocate), and two agents for the Landlord O.Y. and R.P. (the Agents). All parties provided affirmed testimony. As the Tenant and Advocate acknowledged receipt of the Notice of Dispute Resolution Proceeding (NODRP) and stated that they have no concerns with regards to date or method of service, the hearing therefore proceeded as scheduled.

The participants were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The participants were asked to refrain from speaking over myself and one another and to hold their questions and responses until it was their opportunity to speak. The participants were also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

At the request of the parties, copies of the decision and any orders issued in their favor will be emailed to them at the email addresses confirmed at the hearing.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and any supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end on December 31, 2022, at 1:00 P.M., that the Tenants will vacate the rental unit by that date and time, and that the Landlord may be granted an Order of Possession.
2. The parties agree that the move-out condition inspection will occur at 1:00 P.M. on December 31, 2022.
3. The parties agree that the Tenants currently owe \$4,900.00 in outstanding rent for the period up to and including November 30, 2022, and the parties agree that the Landlord may withhold the \$650.00 security deposit towards this amount.
4. The Tenant agrees that the remaining rent amount owed will be paid to the Landlord, and that the Landlord may be granted a Monetary Order in the amount of \$4,250.00. The Agents are to contact the Advocate using the contact information exchanged at the hearing in order to make payment arrangements.
5. The parties agree that rent for December is due on December 1, 2022, in the amount of \$1,300.00, and that the Landlord may have a Conditional Monetary Order in this amount in the event that this rent is not paid.
6. The rights and responsibilities of the parties under the Act, regulation, and tenancy agreement continue until the tenancy is ended in accordance with this agreement.
7. The Landlord agrees to withdraw this Application in full as part of this mutually settled agreement.
8. The Tenant agrees, with the consent of the Agents, that their Application seeking cancellation of a 10 Day Notice which is set to be heard on December 29, 2022, is withdrawn in full as part of this mutually settled agreement.
9. The parties agree that a vanity and cupboard doors were already damaged at the start of the tenancy.
10. The parties agree that any outstanding utility amounts owed by the Tenants to the Landlord are waived as part of this settlement agreement.

Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlords an Order of Possession effective at 1:00 P.M. on December 31, 2022. The Landlord is provided with the Order of Possession in the above terms, and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord two Monetary Orders as follows:

- A Monetary Order in the amount of \$4,250.00 for current outstanding rent; and
- A Conditional Monetary Order in the amount of \$1,300.00 in the event that rent for December of 2022 is not paid.

The Landlord is provided with the Monetary Order in the amount of \$4,250.00 and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The Landlord is also provided with the Conditional Monetary Order in the amount of **\$1,300.00**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenants, unless the Tenants fail to pay rent as required on December 1, 2022. If the Tenants fail to pay the rent for December as required, the Landlord must serve this Order on the Tenants as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Branch under Section 9.1(1) of the Act.

Dated: November 14, 2022

Residential Tenancy Branch