



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding RANDALL NORTH REAL ESTATE SERVICES
INC and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes For the tenants: CNR-MT, FF
For the landlord: OPR, MNR, FF

Introduction

This hearing was convened as the result of the cross applications of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The tenants applied for the following:

- an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the landlord;
- an order extending the time to file an application disputing the Notice issued by the landlord;
- and recovery of the cost of the filing fee.

The landlord applied for the following:

- an order of possession of the rental unit pursuant to the Notice served to the tenants;
- a monetary order for unpaid rent; and
- recovery of the cost of the filing fee.

The tenant and the landlord's agent attended and were affirmed for the hearing.

Pursuant to the Residential Tenancy Branch Rules of Procedure (Rules), the landlord proceeded first in the hearing to support their Notice. After taking testimony during the hearing, the parties agreed to a mediated discussion.

Thereafter, the parties agreed to resolve their differences and that I would record their settlement.

Settlement and Conclusion

As the parties resolved matters by agreement, I make no findings of fact or law with respect to their respective applications or the merits of the landlord's Notice.

The parties confirmed at the hearing that this agreement was made on a voluntary basis when agreeing to the terms. The terms of the settlement are as follows.

1. The tenant agrees to vacate the rental unit, by **1:00 pm on March 31, 2023**.
2. The parties understood that the landlord will be issued an **order of possession** (Order) for the rental unit, based upon the settled agreement, effective at **1:00 p.m., on March 31, 2023**.
3. Should it become necessary, this Order must be served on the tenants to be enforceable and may be enforced in the Supreme Court of British Columbia.
4. The tenant understands that the monthly rent of \$2,691 for March 2023 will be owed on the first day of March 2023.
5. The tenant agrees that there is an outstanding rent deficiency of \$218 as of the day of the hearing, which is owed under the tenancy agreement.
6. The parties acknowledge that the landlord will be issued a monetary order in the amount of **\$2,909**, comprised of the monthly rent of \$2,691 for March 2023, and the total rent deficiency of \$218 to ensure that the amount of \$2,909 is paid by the tenants.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

The tenants are cautioned that should enforcement of the Order become necessary, the costs of enforcement, **such as bailiff fees**, are subject to recovery from the tenants.

The monetary order is of no force or effect if the tenants comply and pay the full amount of the monthly rent of \$2,691 for March 2023 and the rent deficiency of \$218. Further,

the monetary order is reduced by any amount the tenants pay prior to vacating the rental unit.

I order the parties to comply with their agreement.

As the matters were settled, I do not award either party recovery of their filing fee.

This decision containing the recorded settlement 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: February 28, 2023

Residential Tenancy Branch