



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR

### Introduction

This is a reconvened hearing dealing with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for unpaid rent pursuant to section 55; and
- a monetary order for unpaid rent pursuant to section 67.

Both parties attended the hearing via conference call and provided affirmed testimony.

### Preliminary Issue(s)

In the landlords original application via the direct request process the Adjudicator identified an issue that the named landlords in the application for dispute and the signed residential tenancy agreement regarding the transfer of responsibilities. Both parties provided affirmed testimony that the landlords, B.Z. and K.Z. assumed the responsibilities of the tenancy from M.C. and R.C. on July 1, 2015. Both parties agreed that no written tenancy agreement was made but that a verbal agreement was made for \$2,500.00 in monthly rent. Both parties agreed that the tenant, F.D. failed to pay rent in dispute of an agreement being made regarding services in lieu of rent.

### Issue(s) to be Decided

Are the landlords entitled to an order of possession for unpaid rent?

Are the landlords entitled to a monetary order for unpaid rent?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Both parties confirmed that the landlords served to the tenants a 10 Day Notice dated March 2, 2016 in person on March 2, 2016. The landlord has also provided a copy of a proof of service document confirming service in this manner with a witness.

The landlord, B.Z. clarified that the date on the 10 Day Notice of March 2, 2015 was a typo-graphical error and should have been March 2, 2016 as indicated on two separate locations of the 10 Day Notice. The tenants did not dispute this claim. As such, the 10 Day Notice shall now be referred to as being dated as March 2, 2016.

The landlords stated that the tenants failed to pay rent beginning July 2015 and that because of ongoing personal issues of the tenant, the landlord waited to proceed on the issues of unpaid rent. The landlords stated that monthly rent at \$2,500.00 for 10 months should equal, \$25,000.00, but would be satisfied being limited to the amount filed as \$22,500.00. The tenant, F.D. provided direct testimony that no rent has been paid for this period of time because of an ongoing dispute of services in lieu of rent. The tenant, F.D. stated that he was not sure of the actual amount, but was unable to provide any details to dispute the landlords' claims.

### Analysis and Conclusion

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on June 30, 2016, by which time the tenants will have vacated the rental unit.

The landlords agreed to withdraw the 10 Day Notice to End Tenancy for Unpaid Rent dated March 2, 2016.

The tenants agreed to pay to the landlord \$16,000.00, which both parties agreed constituted a final and binding resolution of all monetary issues under dispute.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications for dispute resolution.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenants fail to vacate the rental premises in accordance with their agreement by 1:00 pm on June 30, 2016. The landlord is provided with this order in the above terms and the tenant(s) must be served

with this Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenants fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary order in the landlords favour in the amount of \$16,000.00. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenant(s) do not abide by the terms of the above settlement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

As the matter of the security deposit for this tenancy was not discussed by the parties at this hearing, the parties are bound by the provisions of the Act with respect to the return of any security deposit or pet damage deposit that is held by the landlord(s).

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: June 08, 2016

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Residential Tenancy Branch