



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR (Tenant)  
                             OPRM-DR (Landlord)

### Introduction

This hearing was convened by way of conference call in response to cross Applications for Dispute Resolution filed by the parties.

The Tenant filed her application August 10, 2018 (the “Tenant’s Application”). The Tenant applied to dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated August 4, 2018 (the “Notice”).

The Landlords filed their application August 14, 2018 (the “Landlords’ Application”). The Landlords applied for an Order of Possession based on the Notice and to recover unpaid rent.

The Landlords filed an amendment to the Application on September 12, 2018 (the “Amendment”). The Amendment changed the monetary claim to \$5,118.00.

This matter came before me for a hearing October 02, 2018 and an interim decision was issued on that date. This decision should be read in conjunction with the interim decision.

The Tenant and Landlord appeared at the hearing. I explained the hearing process to the parties who did not have questions about the process when asked. The parties provided affirmed testimony.

This matter had been adjourned to allow the parties time to resolve the matter. At this hearing, I asked the parties for an update. Given the comments made by the parties, I raised the possibility of coming to a settlement agreement at this hearing pursuant to

section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession and Monetary Order. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me.

#### Settlement Agreement

The Landlords and Tenant agree as follows:

1. The tenancy will end and the Tenant will vacate the rental unit no later than 1:00 p.m. on December 31, 2018.
2. The Notice is cancelled.
3. The Tenant will pay the Landlords \$8,672.00 in rent for August to December of 2018 by 4:00 p.m. on December 8, 2018.
4. All rights and obligations of the Landlords and Tenant under the tenancy agreement will continue until 1:00 p.m. on December 31, 2018 except for any prior agreement about rent given the above term.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlords are granted an Order of Possession for the rental unit which is effective at 1:00 p.m. on December 31, 2018. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlords must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

The Landlords are granted a Monetary Order in the amount of \$8,672.00. If the Tenant fails to pay this amount by 4:00 p.m. on December 8, 2018, this Order must be served on the Tenant. If the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: November 27, 2018

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Residential Tenancy Branch