



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPRM-DR, FFL

### Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The landlord applied for an order of possession based on an undisputed 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), for a monetary claim of \$8,138.43 for unpaid rent or utilities, and to recover the cost of the filing fee.

Prior to this hearing, this matter began as an application through the Direct Request process. After the original decision was corrected by the adjudicator, this matter was adjourned to a participatory hearing. The previous decision and subsequent correction should be read in conjunction with this decision.

The tenants and the landlord attended the teleconference hearing on this date, June 21, 2019. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

There were no service issues raised during the hearing.

### Preliminary and Procedural Matter

The parties provided their email addresses at the outset of the hearing, which were confirmed by the undersigned arbitrator. The parties confirmed their understanding that the decision would be emailed to both parties and that the monetary order would only be emailed to the appropriate party for service on the other party.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy on the following conditions:

1. The tenants agree that they owe the landlord **\$8,238.43** in unpaid rent and the filing fee.
2. The tenants agree to pay the landlord \$1,000.00 per month by e-transfer for four months as follows: July 17, 2019 by 5:00 p.m., August 17, 2019 by 5:00 p.m., September 17, 2019 by 5:00 p.m., and October 17, 2019 by 5:00 p.m. The parties confirmed the landlord's email address for the e-transfers during the hearing.
3. The landlord agrees to waive the remaining \$4,238.43 amount owing only if the tenants comply with #2 above and do not miss any of the four payments described.
4. The tenants understand that the landlord will enforce the monetary order of \$8,238.43 if the tenants fail to comply with #2 above.
5. The landlord agrees to withdraw their application in full as part of this mutually settled agreement.
6. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy 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.

Conclusion

I order the parties to comply with the terms of their settled agreement.

The landlord has been granted a monetary order in the amount of \$8,238.43. Should the landlord require enforcement of this order it must be served on the tenants and the monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the *Act*.

This decision will be emailed to both parties as indicated above. The monetary order will be emailed to the landlord for service on the tenants, if necessary.

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 21, 2019

---

Residential Tenancy Branch