



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPU, MNRL-S, MNDCL-S, 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 dated July 4, 2019 ("10 Day Notice"), for a monetary claim of \$4,089.36 for unpaid rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to retain the tenant's security deposit, and to recover the cost of the filing fee.

The tenant and the landlord attended the teleconference hearing. 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. The parties were offered the opportunity to ask questions during the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matter

The landlord confirmed their email address at the outset of the hearing. The tenant confirmed they do use email and would prefer the decision by regular mail. The parties also confirmed their understanding that the decision and all orders would be emailed to the landlord for service on the tenant, if necessary, and that the decision would be sent by regular mail to the tenant.

Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The tenant agrees that they owe the landlord \$4,562.36 in rent arrears and the filing fee as of this date, October 29, 2019.
2. The tenant agrees to pay a minimum of **\$1,500.00** on the first day of each month starting November 1, 2019, until the full balance of the arrears described in #1 above is paid in full.
3. The landlord is granted a conditional order of possession effective **two (2) days after service on the tenant**, which will be in full force or effect if the tenant fails to comply with #2 above.
4. The parties agree that they are entering into this mutually settled agreement without any force or pressure.
5. The landlord agrees to withdraw their application in full as part of this mutually settled agreement.
6. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$4,562.36**, which will be of no force or effect if the tenant complies with #2 above and the landlord is fully paid by the tenant.

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties confirmed their understanding and agreement that this mutually settled agreement was made on a voluntary basis and that the parties understood the final and binding nature of their settlement agreement and that it was enforceable.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above as per section 63 of the *Act*.

Should the landlord require enforcement of the order of possession, the landlord must serve the tenant with that order. The order of possession may then be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Should the landlord require enforcement of the monetary order, the landlord must serve the tenant with that order. The monetary order may then be filed in the Provincial Court of British Columbia and enforced as an order of that Court.

The decision and orders will be emailed to the landlord. The decision will be sent by regular mail to the tenant.

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: October 29, 2019

Residential Tenancy Branch