



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      Landlord: OPR MNR MNSD FF  
Tenant: CNC CNR

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on April 20, 2021.

Both sides attended the hearing and provided testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters

During the hearing, the Landlords and the Tenants had a discussion regarding this settlement agreement. The Landlord withdrew their application for a monetary order for unpaid rent, and will re-apply for this matter, if necessary. The Landlords stated their priority was finding a date and time to end the tenancy, and they would pursue their monetary claim at a later date if the Tenants accrue further rent, or default on their repayments. The Landlords are granted leave to re-apply for any and all outstanding rent, if and when this is needed. It appears the Landlords are willing to give the Tenants a chance to repay the accrued “affected rent” as per the repayment plan, even after the Tenants move out.

The Landlords and the Tenants were in support of this hearing just being about the order of possession, the end of the tenancy, and rent payments until the end of the tenancy.

### Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties agreed to the withdrawal of their applications and all of the Notices to End Tenancy in pursuit of the following settlement agreement, so that the Tenants could have more time to move out.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- Both parties agree to set aside all Notices to End Tenancy in pursuit of this settlement agreement.
- The Tenants will move out of the rental unit no later than May 31, 2021, at 1pm.
- For April, the Tenants agree to pay monthly rent of \$2,500.00 plus the repayment plan amount of \$475.00, totalling \$2,975.00 no later than the end of day on April 21, 2021.
- For May, the Tenants agree to pay monthly rent of \$2,500.00 plus the repayment plan amount of \$475.00, totalling \$2,975.00 no later than the end of day on May 10, 2021.
- If the Tenants fail to move out by May 31, 2021, or if they fail to make either of the above noted payment dates, the Landlords may serve and enforce the attached order of possession, which will take effect two days after it is served on the Tenants.
- Both parties withdraw their applications in full.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

The Landlords are granted leave to reapply for monetary compensation for unpaid rent at any time, should this be necessary.

### Conclusion

In support of the agreement described above, the Landlord is granted an order of possession effective **two days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of this agreement.

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: April 20, 2021

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Residential Tenancy Branch