



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RP (Tenant)
OPRM-DR, OPR-DR, FFL (Landlords)

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 their application February 07, 2021 (the “Tenant’s Application”). The Tenant applied as follows:

- To dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities (the “Notice”)
- For a repair order

The Landlords filed their application February 09, 2021 (the “Landlords’ Application”). The Landlords applied as follows:

- For an Order of Possession based on the Notice
- For a Monetary Order for unpaid rent
- To recover the filing fee

The Tenant appeared at the hearing. The Landlords appeared at the hearing with Legal Counsel. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

Pursuant to rule 2.3 of the Rules, I told the Tenant at the outset that I would consider the dispute of the Notice and dismiss the request for a repair order as it is not sufficiently related to the dispute of the Notice. The request for a repair order is

dismissed with leave to re-apply. This decision does not extend any time limits set out in the *Residential Tenancy Act* (the “Act”).

Both parties submitted evidence prior to the hearing. I addressed service of the hearing packages and evidence.

Legal Counsel confirmed receipt of the hearing package for the Tenant’s Application. Legal Counsel advised that the Landlords did not receive the Tenant’s evidence.

The Tenant confirmed receipt of the hearing package and evidence for the Landlords’ Application. The Tenant testified that they thought their evidence was served on the Landlords but were not sure.

The Tenant was required to serve their evidence on the Landlords pursuant to rule 3.14 of the Rules. The Tenant was required to prove service of their evidence pursuant to rule 3.5 of the Rules. Given the testimony of the parties, I was not satisfied of service of the Tenant’s evidence. Pursuant to rule 3.17 of the Rules, I asked the parties for their submissions on whether the Tenant’s evidence should be admitted or excluded. The Tenant agreed their evidence could be excluded and therefore it is excluded.

The parties agreed there is a tenancy agreement between them in relation to the rental unit.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of 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 and decide the matter. If they did come to an agreement, I would write out the agreement in my written decision. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later. I would issue an Order of Possession and Monetary Order if necessary.

The parties agreed to discuss settlement and came to an agreement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily.

Settlement Agreement

The Landlords and Tenant agree as follows:

1. The tenancy will end, and the Tenant will vacate the rental unit, by 1:00 p.m. on May 31, 2021.
2. The Tenant will pay the Landlords \$5,600.00 in installments of \$500.00 per month by the 15th day of each month starting June 15, 2021 as follows:
 - June 15, 2021 - \$500.00
 - July 15, 2021 - \$500.00
 - August 15, 2021 - \$500.00
 - September 15, 2021 - \$500.00
 - October 15, 2021 - \$500.00
 - November 15, 2021 - \$500.00
 - December 15, 2021 - \$500.00
 - January 15, 2022 - \$500.00
 - February 15, 2022 - \$500.00
 - March 15, 2022 - \$500.00
 - April 15, 2022 - \$500.00
 - May 15, 2022 - \$100.00
 - **TOTAL = \$5,600.00 by May 15, 2022**
3. The Landlords are issued a Monetary Order for \$5,600.00. If the Tenant fails to make one of the above payments, any remaining amount owed becomes due immediately and the Landlords can enforce the Monetary Order for the remaining amount immediately.
4. The Tenant will make the above payments by e-transfer to the Landlords at the email address noted on the front page of this decision.
5. The Landlords withdraw the request to recover the filing fee.

6. All rights and obligations of the Landlords and Tenant continue until the tenancy ends May 31, 2021 at 1:00 p.m.

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

The Landlords are issued an Order of Possession effective May 31, 2021 at 1:00 p.m. If the Tenant does not comply with the above, this Order must be served on the Tenant. If the Tenant does not comply with the Order, it may be filed in the Supreme Court and enforced as an order of that Court.

The Landlords are issued a Monetary Order for \$5,600.00. If the Tenant does not comply with the above, this Order must be served on the Tenant and, 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 *Act*.

Dated: May 10, 2021

Residential Tenancy Branch