



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0868732 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing was convened in relation to the landlord's application for an order of possession for unpaid rent, a monetary order for unpaid rent and recover of the filing fee.

Both the tenant and the landlord appeared. The corporate landlord was represented by its agent.

The landlord provided evidence that the tenant was served with notice of this application by registered mail on 31 January 2015. The tenant did not dispute that she had received notice of this hearing. On the basis of this evidence, I am satisfied that the tenant was served with notice of this application pursuant to section 89 of the *Residential Tenancy Act* (the Act).

The landlord sought an end to the tenancy and to recover \$2,260.00 in rent arrears, which includes rent from December, January and February.

In the course of the hearing the tenant and agent were able to reach an agreement by which this tenancy would come to an end, the tenant would agree to pay outstanding rent and the landlord would forego collection of the filing fee for this application.

Preliminary Issue - Amendment to Application

At the hearing the landlord asked to amend the application to include the correct legal names for the tenant. I allowed this amendment—pursuant to paragraph 64(3)(c)—as the tenant appeared before me and confirmed that she was tenant and that there were no issues with service of documents.

Analysis

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to withdraw its application.
2. The landlord agreed to withdraw the 10 Day Notice.
3. Both parties agreed that this tenancy will end on or before one o'clock in the afternoon on 1 March 2015, by which time the tenant agreed to provide vacant possession of the rental unit to the landlord.
4. The tenant agreed to pay to the landlord \$2,260.00 in satisfaction of her rent obligations up to the end of this tenancy.

The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The landlord's application is withdrawn. The landlord's 10 Day Notice is cancelled

The monetary order is to be used if the tenant does not pay \$2,260.00 to the landlord in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not pay the outstanding rent as set out in their agreement. Should the tenant(s) fail to comply with these orders, these orders may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: February 20, 2015

Residential Tenancy Branch

