



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPQ, OPB, MNR, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent, for the tenant not qualifying for subsidized housing and for breach of an agreement, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, his agent and his English language translator (collectively "landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that his agent and translator both had authority to assist him at this hearing.

The hearing began at 9:30 a.m. with only the tenant and I present. The landlord joined the hearing at approximately 9:40 a.m., stating that he was unable to get through earlier because of problems with the access code for the teleconference. The hearing concluded at approximately 10:18 a.m. This hearing lasted approximately 48 minutes in order to allow both parties to fully negotiate a settlement of this claim and because of extra time required in order to facilitate English language translation for the landlord.

The tenant confirmed receipt of the landlord's application for dispute resolution package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application.

The tenant confirmed that he had not served his DVD digital evidence to the landlord prior to the hearing. I notified the tenant that I could not consider this evidence because it was not served to the landlord as required by Rule 3.1 of the Residential Tenancy Branch *Rules of Procedure*. In any event, I was not required to consider the evidence because the parties settled this matter between themselves.

Analysis

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed this tenancy will end by 11:59 p.m. on April 5, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that his 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated February 17, 2017 ("10 Day Notice"), is cancelled and of no force or effect.
3. The tenant agreed to pay the landlord a total of \$750.00 in cash by 7:30 p.m. on April 15, 2017, according to the following terms:
 - a. Both parties agreed to meet at 7:30 p.m. on April 15, 2017 at the rental building to facilitate the above payment;
 - b. The landlord agreed to accept the above payment from the tenant towards all outstanding rent owed for this tenancy and this rental unit for the period from February 1, 2017 to April 5, 2017;
4. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
5. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 11:59 p.m. on April 5, 2017. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 11:59 p.m. on April 5, 2017. 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.

The landlord's 10 Day Notice, dated February 17, 2017, is cancelled and of no force or effect.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$750.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$750.00 as per the above agreement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord must bear the cost of the \$100.00 application filing fee.

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: March 31, 2017

Residential Tenancy Branch