



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

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

- an order of possession for unpaid rent, pursuant to section 55; and
- a monetary order for unpaid rent, pursuant to section 67.

The landlord, her English language interpreter, her articling student representative and her lawyer, as well as 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's articling student representative and lawyer both confirmed that they had authority to represent the landlord as agents at this hearing. The landlord confirmed that she is the agent for the owner of this rental unit and that she had permission to speak on the owner's behalf. The hearing began at 11:00 a.m. with me and the landlord's representatives present, and the tenant called in late at 11:06 a.m. I informed the tenant about what occurred in her absence. The hearing ended at 11:55 a.m.

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

### Settlement Terms

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 that this tenancy will end by 1:00 p.m. on September 30, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. The tenant agreed to pay rent of \$10,000.00 to the landlord for the period from June 1, 2017 to September 30, 2017, according to the following terms:
  - a. \$5,000.00 by August 15, 2017;
  - b. \$2,500.00 by August 30, 2017;
  - c. \$2,500.00 by September 15, 2017;
  - d. all payments are to be made by certified cheques;
3. The landlord agreed that the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated May 30, 2017, is cancelled and of no force or effect;
4. The landlord agreed to have someone cut the grass at the rental unit by August 20, 2017, provided that the tenant abides by condition #2(a) above first;
5. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The tenant confirmed that she agreed and understood that the order of possession being issued pursuant to this settlement requires the all other occupants, including her husband, the other tenant residing in the rental unit who did not attend this hearing and was not named as a tenant-respondent in this application, to also vacate the rental unit by September 30, 2017.

#### 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 1:00 p.m. on September 30, 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 1:00 p.m. on September 30, 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 May 30, 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 \$7,500.00, the current amount owing for this tenancy. 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 \$7,500.00 as per conditions #2(a) and #2(b) of 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.

During the hearing, the landlord was notified that if she wished to file a future application to obtain a monetary order for condition #2(c) above for the \$2,500.00 for September 2017 rent, which was not yet due at the time of this hearing, she had leave to reapply.

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: August 14, 2017

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Residential Tenancy Branch