



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute codes      OPR

### Introduction

This participatory hearing was convened after the issuance of a September 25, 2017, interim decision by an Adjudicator. The Adjudicator determined that the landlord's application could not be considered by way of the Residential Tenancy Branch's (RTB) direct request proceedings, as had been originally requested by the landlord. Pursuant to section 58 of the *Residential Tenancy Act* (the *Act*), I was designated to hear this matter. The Adjudicator reconvened the landlord's application to a participatory hearing for the following:

The landlord's agent K.S. (the landlord) and the tenant attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

### Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

### 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 or an order. During this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the landlord's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. The tenant agreed to pay **\$900.00** in outstanding rent to the landlord on December 12, 2017.
2. The tenant agreed to pay **\$1,800.00** in outstanding and current rent to the landlord on December 20, 2017.
3. The tenant agreed to pay **\$900.00** in outstanding and current rent to the landlord on January 10, 2018.

4. The tenant agreed to pay **\$590.00** in rent to the landlord on January 24, 2017.
5. Both parties agreed that if any one of these payments noted in Clauses 1 to 4 is not received by the landlord on the specified dates, this tenancy will end by 1:00 p.m. on the following day by which time the tenant agreed they will vacate the rental unit.
6. Both parties agreed that in the event that the tenant complies with the monetary terms of this settlement as outlined above in Clauses 1 to 4, the tenancy will continue until ended in accordance with the *Act*.
7. Both parties agreed that these particulars comprise the full settlement of all aspects of the landlord's current application arising out of the 10 Day Notice issued on July 06, 2017.

#### Conclusion

Should the tenant fail to abide by the terms of Clauses 1 to 4 of the above-noted settlement agreement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible after a failure to comply with any one of the terms of Clauses 1 to 4 of the above noted settlement agreement. Should the tenant or any occupant on the premises 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 21, 2017

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Residential Tenancy Branch