



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPRM-DR

### Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “Act”) for an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent and for a Monetary Order for unpaid rent. The Application was originally filed under the Dispute Resolution process but was adjourned to a participatory hearing in order to clarify details of the Landlord’s Application.

An agent for the Landlord (the “Landlord”) was present for the teleconference hearing, as was the Tenant. Both parties were affirmed to be truthful in their testimony. The Landlord served the original Notice of Dispute Resolution Proceeding to the Tenant in person, along with copies of the Landlord’s evidence package.

The Landlord was unable to confirm how the notice of reconvened hearing information was served to the Tenant. The Tenant confirmed that she received some documents from the Landlord in person, but was unsure of what documents and whether this included the reconvened hearing information for the participatory hearing.

However, as the Tenant stated that the Landlord provided her with the call-in information for the hearing, she had a copy of the Landlord’s evidence, and she did not dispute service, I find that the Tenant was served with the required information. The Tenant did not submit any documentary evidence prior to the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Preliminary Matter

During the hearing, the name of the Landlord was clarified. The Application for Dispute Resolution named two agents for the Landlord. Pursuant to Section 64(3)(c) of the *Act*, this was amended to name the Landlord as the name of the housing organization.

### Settlement

Section 63 of the *Act* provides the opportunity for the parties to discuss settlement during the hearing, and for that settlement to be recorded in the form of a decision. During the hearing, the parties came to the following agreement:

1. The Tenant will pay \$600.00 on the first day of each month and \$600.00 on the 15<sup>th</sup> day of each month.
2. The total monthly payment of \$1,200.00 will continue until the outstanding rent of \$2,278.50 is paid off.
3. After the outstanding rent is paid, the monthly rent will return to the amount stated in the tenancy agreement, or through any rent increase notices.

The parties confirmed that they were entering into the settlement agreement voluntarily. They also confirmed their understanding of the binding and final nature of a settlement agreement. The parties were informed that should the Settlement Agreement not be upheld, the Landlord may take steps to end the tenancy in accordance with the *Act*.

### Conclusion

The Tenant is ordered to follow the Settlement Agreement as outlined above. 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: October 29, 2018

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Residential Tenancy Branch