



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHILLIWACK KIWANIS HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNRL-S FFL

Introduction

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

- an Order of Possession for Unpaid Rent, pursuant to sections 46 and 55 of the *Act*;
- a Monetary Order for unpaid rent and authorization to retain the security deposit in partial satisfaction of this monetary claim, pursuant to section 67 of the *Act*; and
- recovery of the filing fee from the tenant pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord's agents T.P. and B.R. (herein referred to as "the landlord") attended the hearing on behalf of the housing society landlord.

As both parties were present, service of documents was confirmed. The tenant confirmed receipt of the landlord's Notice of Dispute Resolution Proceeding package and evidence. The tenant did not submit any evidence in this matter. Based on the undisputed testimonies of the parties, I find that the tenant was served with the notice of this hearing in accordance with section 89 of the *Act*.

Preliminary Issue – Amendment to the Landlord's Application for Dispute Resolution

At the outset of the hearing, the tenant confirmed the spelling of her last name, which I note contained a typographical error on the landlord's application for dispute resolution.

Pursuant to my authority under section 64(3)(c) of the Act, I amended the landlord's application to correct the tenant's last name.

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 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 the issue currently under dispute at this time:

1. In order to ensure payment of monthly rent on the first of the month as required by the terms of the tenancy agreement, the tenant will make rent payments to the landlord by post-dated cheques for twelve months in advance, beginning May 1, 2019.
2. The tenant agreed to this payment requirement as an amendment to the terms of the current tenancy agreement between the landlord and the tenant.
3. The tenant agreed to provide the twelve post-dated rent payment cheques to the landlord by no later than 1:00 p.m. on May 1, 2019. The tenant agreed to the landlord being issued an Order of Possession which may be enforced by the landlord against the tenant should the tenant fail to comply with this term of the settlement agreement.
4. By way of this settlement, both parties agreed that: the landlord's 10 Day Notice to End Tenancy dated February 7, 2019 is cancelled and of no further force or effect; and the landlord's application for dispute resolution dated February 25, 2019 is dismissed in its entirety.
5. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the landlord's application for dispute resolution, and that they agreed free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord the attached Order of Possession to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement.

Should the landlord be required to serve this Order on the tenant, and should the tenant or anyone occupying 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.

The landlord's 10 Day Notice to End Tenancy dated February 7, 2019 is cancelled and of no force or effect.

The landlord's application for dispute resolution dated February 25, 2019 is dismissed in its entirety.

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: April 11, 2019

Residential Tenancy Branch