



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FFT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on August 02, 2019 (the "Application"). The Tenant applied to dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The Tenant sought reimbursement for the filing fee.

The Tenant appeared at the hearing. The Agent for the Landlord appeared at the hearing.

At the outset, the Tenant said he had a worker that had been hurt and that he needed to take the worker to the hospital and have this hearing another date. I asked the Tenant if there was someone else that could assist the worker and he said there was not. I asked the Tenant if he had called an ambulance and the Tenant said he had not. I obtained the names of the parties on the call. I asked the Agent for the Landlord if he agreed to adjourning this matter given what the Tenant had said. The Agent did not agree and took the position that the Tenant was not telling the truth. I heard the Agent on why he took this position.

I took a minute to review what the parties had said and consider the matter. I came back and told the Tenant he could take the time to call an ambulance for the worker but that I would be proceeding with the hearing today. The Tenant immediately stated that it was fine because a neighbour had come out and agreed to take the worker to the hospital. We continued with the hearing given this.

I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not. I addressed service of the hearing package and Landlord's evidence and no issues arose.

The parties agreed on the following. There is a verbal tenancy agreement between the Tenant and Agent on behalf of the Landlord in relation to the rental unit. The tenancy started in July of 2016 and is a month-to-month tenancy. Rent is \$1,250.00 per month due on the first day of each month. No security or pet damage deposit was paid.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties did not have questions about the above and agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The 10 Day Notices to End Tenancy for Unpaid Rent or Utilities served on the Tenant previously are cancelled.
2. The tenancy will end and the Tenant will vacate the rental unit no later than 1:00 p.m. on October 15, 2019.

3. All rights and obligations of the Landlord and Tenant under the tenancy agreement will continue until 1:00 p.m. on October 15, 2019.
4. The Tenant withdraws the request for reimbursement for the filing fee.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is issued an Order of Possession for the rental unit which is effective at 1:00 p.m. on October 15, 2019. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: September 30, 2019

Residential Tenancy Branch