



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPC, MNRL

### Introduction

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

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

The landlord, the "landlord's agent," the landlord's two observing agents, and 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 confirmed that his agent had permission to represent him at this hearing. The landlord's two observing agents did not testify, as they only observed during this hearing. This hearing lasted approximately 28 minutes.

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.

The landlord's agent stated that he did not receive the tenant's evidence package. I did not receive a copy of the tenant's evidence package either. The tenant claimed that she uploaded a video on the Residential Tenancy Branch ("RTB") website on the day of this hearing. I notified both parties that I could not consider the tenant's evidence package, as neither the landlord nor I received it and uploading evidence on the day of the hearing was late, less than 7 days prior to this hearing, contrary to Rule 3.15 of the RTB *Rules of Procedure*. However, both parties settled this application, so I was not required to consider the tenant's evidence package.

### 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. The tenant agreed to pay the landlord \$1,100.00 for September 2019 rent by October 18, 2019, by way of cash, and the landlord agreed to provide the tenant with a receipt upon payment;
2. Both parties agreed that this tenancy will end by 1:00 p.m. on November 1, 2019, by which time the tenant and any other occupants will have vacated the rental unit, in the event that the tenant abides by condition 1 of the above settlement;
3. Both parties agreed that this tenancy will end on October 21, 2019, pursuant to a three (3) day Order of Possession, if the tenant does not abide by condition 1 of the above settlement;
4. The landlord agreed that his 1 Month Notice to End Tenancy for Cause, dated July 11, 2019 ("1 Month Notice"), and 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, undated and effective on September 4, 2019 ("10 Day Notice"), were cancelled and of no force or effect;
5. The landlord agreed to forego October 2019 rent of \$1,100.00 and not pursue the tenant for this monetary order at the RTB in the future;
6. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his application.

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.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached three (3) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions 1 or 2 of the above settlement. The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible after she does not comply with the above agreement. 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.

In the event that the tenant abides by condition 1 of the above settlement, this tenancy continues only until 1:00 p.m. on November 1, 2019.

The landlord's 1 Month Notice, dated July 11, 2019, and 10 Day Notice, undated and effective on September 4, 2019, are 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 \$1,100.00. 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 \$1,100.00 as per condition #5 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.

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 11, 2019

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Residential Tenancy Branch