



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPB, MNRL, MNDCL, FFL; CNR, DRI, LAT, LRE, OLC

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 breach of an agreement, pursuant to section 55;
- a monetary order for unpaid rent and for compensation under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- authorization to recover the filing fee for her application, pursuant to section 72.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated November 11, 2019 ("10 Day Notice"), pursuant to section 46;
- an order regarding a disputed additional rent increase, pursuant to section 43;
- an order authorizing the tenant to change the locks to the rental unit, pursuant to section 70;
- an order restricting the landlord's right to enter the unit, pursuant to section 70;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 59 minutes.

The hearing began at 11:00 a.m. The tenant called in late at 11:03 a.m. The tenant disconnected from the hearing between 11:20 and 11:21 a.m. I informed the tenant about what occurred during her absences. The hearing ended at 11:59 a.m.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the landlord's application on January 7, 2020 at 9:30 a.m. The file number for that hearing appears on the front page of this decision. The tenant confirmed that she did not receive the landlord's application. However, the tenant voluntarily agreed to settle the landlord's application at this hearing. Accordingly, both parties agreed to settle the landlord's application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

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. Both parties agreed that this tenancy will end by 1:00 p.m. on February 1, 2020, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that all of her notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
3. The tenant agreed to pay the landlord \$800.00 total, according to the following payment plan:
 - a. \$200.00 by November 29, 2019;
 - b. \$400.00 by December 6, 2019;
 - c. \$200.00 by December 20, 2019;
4. The landlord agreed to accept the \$800.00 in condition #3 above towards all outstanding rent due from the tenant, for the period from April 1 to November 30, 2019;
5. The tenant agreed to pay the landlord December 2019 rent of \$750.00 by December 10, 2019 and January 2020 rent of \$750.00 by January 1, 2020;

6. The landlord agreed to issue rent receipts to the tenant upon payment of rent in the above conditions #3 and #5;
7. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.
8. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application scheduled for a future hearing at 9:30 a.m. on January 7, 2020, arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. Both parties confirmed that they would not be attending the future hearing which is cancelled by way of this settlement;
 - b. The landlord agreed to bear the cost of the \$100.00 filing fee paid for her application;
9. The landlord agreed that the tenant is not required to pay a security deposit to the landlord for this tenancy, as it has not already been paid, to date.

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 Order of Possession effective at 1:00 p.m., on February 1, 2020, to be used by the landlord **only** if the tenant does not abide by condition #1 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.

All of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect.

I order that the tenant is not required to pay a security deposit to the landlord for this tenancy, as it has not already been paid to date.

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 \$800.00, as this is the current rent amount owing as of the date of this hearing. 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 \$800.00 as per condition #3 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.

I order the tenant to pay the landlord December 2019 rent of \$750.00 by December 10, 2019. I order the tenant to pay the landlord January 2020 rent of \$750.00 by January 1, 2020.

I order the landlord to issue rent receipts to the tenant upon payment of rent in the above conditions #3 and #5.

I notified the landlord that if December 2019 rent and/or January 2020 rent of \$750.00 each were unpaid in the future, she could apply for a separate monetary order at the RTB, as these amounts were not yet due at the time of this hearing on November 29, 2019.

The landlord's application, scheduled for a future hearing on January 7, 2020 at 9:30 a.m., is settled by way of this agreement and neither party is required to attend the future hearing. The landlord must bear the cost of the \$100.00 filing fee paid for her application.

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 2, 2019

Residential Tenancy Branch