



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, FFL

Introduction

On October 17, 2019, the Landlord applied for a Dispute Resolution proceeding seeking an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") pursuant to Section 46 of the *Residential Tenancy Act* (the "*Act*") and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both the Landlord and the Tenant attended the hearing. All parties in attendance provided a solemn affirmation.

The Landlord advised that she served each Tenant with the Notice of Hearing and evidence package by registered mail on October 24, 2019 and the Tenant confirmed that they received these packages. Based on the undisputed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were served these packages.

The Tenant advised that they did not submit any evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession for unpaid rent?

- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on June 1, 2019 and that rent was established at \$2,400.00 per month, due on the first day of each month. A security deposit of \$1,200.00 was also paid.

As well, all parties agreed that the Notice was served to the Tenants by being posted to their door on October 2, 2019, which indicated that \$2,400.00 was outstanding on October 1, 2019. They confirmed that the Tenants did not pay this rent in full within five days of receiving the Notice, that they did not have a valid reason under the *Act* to withhold the rent, and that they did not dispute the Notice. It was noted on the Notice that the effective end date of the tenancy was October 11, 2019.

Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The Tenants must pay January 2020 rent on January 1, 2020 in full, as per the tenancy agreement.
2. The Tenants must pay February 2020 rent on February 1, 2020 in full, as per the tenancy agreement.
3. The Tenants must pay \$600.00 for October 2019 rent arrears, \$100.00 for November utilities, and \$100.00 for December utilities, totalling **\$800.00**, by January 24, 2020.
4. The Notice of October 2, 2019 is cancelled and of no force or effect.

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

If any of conditions 1, 2, or 3 are not satisfactorily complied with, the Landlord is granted a conditional Order of Possession that is effective **two days after service of this Order** on the Tenants.

In addition, if conditions 1, 2, and 3 are satisfactorily complied with, the Landlord is still granted an Order of Possession that is effective at **1:00 PM on February 29, 2020 after service of this Order** on the Tenants.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

The parties also discussed a rent increase; however, the Landlord was advised that he must comply with the provisions in the *Act* and accompanying *Regulations* should he want to increase the rent.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the

settlement agreement, I hereby order that the 10 Day Notice to End Tenancy for Unpaid Rent of October 2, 2019 to be cancelled and of no force or effect.

In addition, in support of the settlement described above and with agreement of both parties, I grant the Landlord a conditional Order of Possession, to serve and enforce upon the Tenants if necessary, effective **two days after service**. Otherwise, if the conditions of the settlement are met, the Landlord is granted an Order of Possession, to serve and enforce upon the Tenants if necessary, effective at **1:00 PM on February 29, 2020**. This Order must be served on the Tenants. If the Tenants fail to comply with this Order, the Landlords may file the Order with the Supreme Court of British Columbia and be 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: December 12, 2019

Residential Tenancy Branch