



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S OPR FFL

Introduction

This hearing dealt with an application from the landlord 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, pursuant to section 67 of the *Act*; and
- recovery of the filing fee for this application 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, and to make submissions.

As both parties were present, service of documents was confirmed. The tenant confirmed receipt of the landlord Notice of Dispute Resolution Proceeding package and evidence. The tenant confirmed that she did not submit any evidence for this matter. Therefore, I find that the documents for this hearing were served in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession on the basis of the 10 Day Notice?

Is the landlord entitled to a Monetary Order for unpaid rent?

Is the landlord entitled to recover the cost of the filing fee?

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 voluntarily agreed to the following final and binding settlement of the issues currently under dispute at this hearing:

1. This tenancy will end by no later than 1:00 p.m. on January 31, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The tenant will make payment to the landlord of \$650.00 for January 2020 rent by no later than 8:00 p.m. on January 3, 2020. The tenant will make the payment in cash to the landlord's agent (address and contact information noted on cover sheet of this settlement decision). The parties are at liberty to come to an alternative date and time for payment arrangement only if mutually agreed upon by both parties in advance of the payment deadline.
3. The tenant may provide the landlord with short notice of 48 hours to end the tenancy early if she is able to find accommodation that becomes available prior to the end of January 2020. In this event, the landlord will return to the tenant a pro-rated amount of rent for the days remaining in the month, calculated at a daily rate of \$20.97 (\$650.00 / 31 days).
4. The landlord will retain \$100.00 of the tenant's \$375.00 security deposit in full satisfaction of the landlord's claim to recover the cost of the arbitration filing fee.
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 filed on November 5, 2019. As such the landlord's application is dismissed in its entirety, and the landlord's 10 Day Notice to End Tenancy for Unpaid Rent dated October 21, 2019 is cancelled and of no further force or effect.

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 the following Orders to the landlord:

- 1) I issue to the landlord an Order of Possession to be served on the tenant as soon as possible. The landlord may only enforce the Order if the tenant fails to vacate the rental unit **by 1:00 p.m. on January 31, 2020**. Should the tenant or anyone on 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.
- 2) I issue to the landlord the attached Monetary Order dated **January 3, 2020**, to be served on the tenant by the landlord **only** if the tenant fails to make the agreed upon payment as required by the terms of this settlement agreement. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and be enforced as an Order of that Court. If the tenant only makes a partial payment and not the total amount, this partial payment must be accounted for if the landlord is enforcing the Monetary Order.

The landlord's 10 Day Notice to End Tenancy for Unpaid Rent dated October 21, 2019 is cancelled and is of no force or effect.

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: January 02, 2020

Residential Tenancy Branch