



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NORBILL INVESTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

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

- an order of possession for cause, pursuant to section 55; and
- authorization to recover the filing fee for his application, pursuant to section 67.

The landlord's agent ("landlord") 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 she was the building manager and that she had permission to represent the landlord company named in this application, as an agent at this hearing. This hearing lasted approximately 45 minutes.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package and the landlord confirmed receipt of the tenant's evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application and the landlord was duly served with 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 their dispute, except for the filing fee:

1. The tenant agreed to pay the landlord full monthly rent by the first day of each month for the remainder of this tenancy;
2. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by condition 1 above. In that event, the landlord's 1 Month Notice, dated October 11, 2019, is cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a two (2) day Order of Possession, which expires on February 6, 2021, if the tenant does not abide by condition 1 above;
4. The landlord agreed that the landlord will not refuse any rent from the tenant and the landlord will not refuse to meet up with the tenant to pay rent, for the remainder of this tenancy;
5. The landlord agreed that the tenant is permitted to pay rent by cash, for which the landlord will immediately issue a rent receipt upon payment, or by personal cheque, money order or certified cheque;
6. Both parties agreed that if the tenant wants to pay rent by cash to the landlord, then both parties will meet in person on the 29th day of the month at 1:00 p.m. and if they have to cancel then they will let each other know by phone, in person or in writing;
7. The landlord provided two contact phone numbers and the tenant provided one contact phone number during this hearing, and both parties agreed that they can be contacted at these numbers, so that the parties can effectively communicate with each other;
8. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing, except for the filing fee.

These particulars comprise the full and final settlement of this dispute, except for the filing fee. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles their dispute, except for the filing fee.

The filing fee is a discretionary award, usually issued by an Arbitrator after an applicant party is fully successful in its application, after a full hearing on the merits. Since both parties voluntarily settled this application and I was not required to make a decision on the merits, I decline to award the \$100.00 filing fee to the landlord.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached two (2) day Order of Possession to be used by the landlord **only** if the tenant does not abide by condition 1 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on February 6, 2021** and it cannot be served upon the tenant after **February 6, 2021**. The tenant must be served with this Order in the event that the tenant does not abide by condition 1 of the above settlement. 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, I find that the landlord's 1 Month Notice, dated October 11, 2019, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

The landlord must bear its own cost for the \$100.00 filing fee paid for this 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: February 06, 2020

Residential Tenancy Branch