



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL-S, MNDCL, FFL; CNR, 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, pursuant to section 55;
- a monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for his 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 December 3, 2019 ("10 Day Notice"), pursuant to section 46; and
- 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. The landlord intended to call a witness at this hearing, who was excluded from the outset. The witness' testimony was not required, as both parties settled this application at this hearing. This hearing lasted approximately 32 minutes.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

Both parties confirmed that they were ready to proceed with the hearing and settle this application and they had no objections.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct her surname. Both parties consented to this amendment during the hearing.

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 4, 2020, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that his 10 Day Notice, dated December 3, 2019, was cancelled and of no force or effect;
3. The tenant agreed to pay the landlord \$3,425.96 for all outstanding rent and utilities, according to the following payment plan:
 - a. \$200.00 by February 3, 2020, by money order to be left in the landlord's mailbox;
 - b. Six payments of \$537.66 each, due by the first day of each month starting on March 1, 2020 and ending on August 1, 2020, by money order to be mailed to the landlord's P.O. Box address confirmed by the landlord during this hearing;
4. The tenant agreed to pay the landlord 40% of the total hydro and gas utilities for the rental unit, prorated to February 4, 2020;
 - a. The landlord agreed to tell the tenant the amount of utilities due and give a copy of the utility bills to the tenant;
 - b. The tenant agreed to pay the landlord the above amount due, within 10 days of receipt of the landlord's amount and copy of bills;
5. Both parties exchanged their current addresses for service during this hearing;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

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.

As both parties voluntarily settled their applications at this hearing and I was not required to make a decision on the merits of the applications, 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 Order of Possession effective at 1:00 p.m, on February 4, 2020, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with this Order. 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.

The landlord's 10 Day Notice, dated December 3, 2019, is cancelled and of no force or effect.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$3,425.96. 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 \$3,425.96 as per condition #3 of the above agreement. The tenant must be served with 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 both parties to comply with all of the above settlement terms.

The landlord must bear his own cost for the \$100.00 filing fee paid for his application.

The tenant's security deposit is to be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

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 03, 2020

Residential Tenancy Branch