



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ERBC Properties
and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes MNRL, FFL, OPR

Introduction

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

- a monetary order for rent and/or utilities for the landlord pursuant to section 67 of the *Act*;
- an Order of Possession for unpaid rent pursuant to section 46 and 55 of the *Act*;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72 of the *Act*.

Both parties' RA and tenant JL 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 tenant confirmed receipt of the landlord's application for Dispute Resolution and evidentiary package after it was sent to the tenant by way of Canada Post Registered Mail. The tenant is found pursuant to section 88 and 89 of the *Act* to have been served with this package in accordance with the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent and/or utilities pursuant to section 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, the relevant and important aspects of the tenant's claims and my findings are set out below:

The landlord testified that the tenancy began on July 15, 2019. Monthly rent is \$1550.00 and is payable the first of each month. A security deposit of \$775.00 is held in Trust by the landlord. The landlord testified and confirmed that the tenant was served with (the "Notice") on December 20, 2019 by person. Tenant acknowledged receipt on the same day.

The Notice indicates an effective move-out date of December 30, 2020. As of the date of this hearing, the tenant continues to reside at the rental unit.

Settlement

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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

All parties agreed to the following final and binding settlement:

1. The tenant JL agrees to pay the landlord RA the sum of \$7,700.00 rent arrears and the \$1550.00 rent due for March 2020 before March 31, 2020.
2. The parties agree that if the rent arrears and the March rent payment are not paid, the tenant will vacate the premises by 1: p.m. on March 31, 2020.

Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

Landlord and tenant testified that they understood that the above agreement was being made and was binding and enforceable. The parties agreed the effective date of end of tenancy would end on March 31, 2020 if the tenant did not pay the rent arrears due.

In support of this settlement and with the agreement of both parties, I grant the landlord an order of possession pursuant to section 55 of the *Act*. If the tenant fails to comply with this order the landlord may file, the order in the Supreme Court of British Columbia and be enforced as an order of that Court.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

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: March 03, 2020

Residential Tenancy Branch