



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, FFL; CNR, CNC, MNDCT, OLC, LRE, FFT

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, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

This hearing also dealt with the tenant's first application, filed on December 20, 2019, pursuant to the *Act* for:

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 62;
- a monetary order for compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67;
- an order restricting the landlord's right to enter the unit, pursuant to section 70;
- authorization to recover the filing fee for her application, pursuant to section 72.

This hearing also dealt with the tenant's second application, filed on February 5, 2020, pursuant to the *Act* for:

- cancellation of the landlord's two 10 Day Notices to End Tenancy for Unpaid Rent or Utilities, dated January 2, 2020 and January 28, 2020 ("10 Day Notices"), pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated January 28, 2020 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for her application, pursuant to section 72.

The landlord, the landlord's lawyer, the tenant, the tenant's advocate, and the tenant's observing supporter attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 75 minutes.

The landlord confirmed that her lawyer had permission to speak on her behalf. The tenant confirmed that her advocate had permission to speak on her behalf. The tenant's support person observed only, she did not testify. Both parties intended to call witnesses at this hearing, who were excluded from the outset. However, both parties settled their applications at this hearing, so they did not recall their witnesses to testify.

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.

Pursuant to section 64(3)(c) of the *Act*, I amend both parties' applications to correct the spelling of the parties' names. Both parties consented to these amendments.

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 April 30, 2020, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the tenant is required to pay April 2020 rent of \$850.00 to the landlord by April 1, 2020, to the landlord's lawyer's office, and the landlord agreed to accept this towards all outstanding rent for April 2020;
 - a. The landlord agreed to pay the tenant \$100.00 and the tenant agreed to accept it in full satisfaction of the tenant's monetary application for \$400.00 at this hearing, and both parties agreed that this will be enforced by way of a rent reduction for April 2020 rent, as noted above;
3. The landlord agreed that all of her notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
4. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for their applications;
5. The landlord agreed, at her own cost, to have a maintenance team remove the tenant's garbage possessions from the rental unit and dispose of it in a large garbage bin, which will be provided by the landlord near the end of the tenancy;

- a. The tenant agreed to notify the landlord about which possessions she wants disposed of as garbage, prior to the disposal date;
- b. The tenant agreed to remove her remaining possessions, which are not garbage, from the rental unit, by April 30, 2020;
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.

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 April 30, 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.

All of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect.

I order both parties to comply with all of the above settlement terms.

Both parties must bear their own costs for the \$100.00 filing fees paid for their applications.

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 5, 2020

Residential Tenancy Branch