



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, FFL

Introduction

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

- an order of possession for unpaid rent and utilities, pursuant to section 55;
- a monetary order for unpaid rent and utilities, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, the two tenants, and the tenants' housing support worker 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 tenants confirmed that their housing support worker had permission to assist them at this hearing. This hearing lasted approximately 60 minutes.

The tenants confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenants were duly served with the landlord's application.

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

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 5:00 p.m. on March 31, 2020, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that his 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated January 2, 2020, ("10 Day Notice"), was cancelled and of no force or effect;
3. The tenants agreed to pay the landlord \$4,000.00, according to the following payment plan:
 - a. The landlord is entitled to cash the three cheques, in the amount of \$450.00 each, totaling \$1,350.00, already provided by the tenants to the landlord;
 - b. The tenants agreed to pay \$2,025.00 to the landlord by way of cash to be picked up by the landlord at the rental unit at 1:00 p.m. on March 12, 2020 and the landlord agreed to provide a receipt upon payment to the tenants;
 - c. The tenants agreed to pay \$625.00 to the landlord by way of cash to be picked up by the landlord at the rental unit at 6:00 p.m. on March 23, 2020 and the landlord agreed to provide a receipt upon payment to the tenants;
4. The landlord agreed that the tenants are not required to pay any utilities to the landlord for this rental unit and this tenancy;
5. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his application 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

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

The landlord's 10 Day Notice, dated January 2, 2020, 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 the attached Order of Possession effective at 5:00 p,m, on March 31, 2020, to be used by the landlord **only** if the tenant(s) do not abide by condition #1 of the above settlement. The tenant(s) must be served with this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 \$4,000.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the landlord \$4,000.00 as per condition #3 of the above agreement. The tenant(s) must be served with this Order. Should the tenant(s) 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.

The landlord must bear the cost of 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: March 12, 2020

Residential Tenancy Branch