



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNLR-S, 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, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this 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 he had permission to speak on behalf of the landlord named in this application at this hearing. This hearing lasted approximately 44 minutes.

The tenant 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 tenant was duly served with the landlord's application.

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:

1. The tenant agreed to pay full rent to the landlord by the first day of each month for the remainder of this tenancy;
2. The tenant agreed to pay the landlord \$683.20 for February 2020 rent by May 22, 2020;
3. The tenant agreed to get a guarantor/co-signor to sign the parties' written tenancy agreement on the tenant's behalf, by May 25, 2020;
4. 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 conditions 1 AND 2 AND 3 above. In that event, the landlord's 10 Day Notice, dated February 26, 2020, is cancelled and of no force or effect;
5. Both parties agreed that this tenancy will end pursuant to a seven (7) day Order of Possession, which expires on May 15, 2021, if the tenant does not abide by conditions 1 OR 2 OR 3 above;
6. The tenant agreed to pay rent to the landlord's agent (KR) for this tenancy and the landlord agreed to issue rent receipts to the tenant for all cash rent payments immediately upon receipt of such payments;
7. Both parties agreed that there is no outstanding rent owed by the tenant to the landlord for this tenancy, except for February 2020 rent, as noted above;
8. The landlord agreed to bear his own cost for the \$100.00 filing fee paid for this application;
9. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

These particulars comprise the full and final settlement of this dispute. 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 settles their dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached seven (7) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions 1 OR 2 OR 3 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on May 15, 2021** and it cannot be served upon the tenant after **May 15, 2021**. The tenant must be served with this Order in the event that the tenant does not abide by conditions 1 OR 2 OR 3 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 conditions 1 AND 2 AND 3 of the above settlement, I find that the landlord's 10 Day Notice, dated February 26, 2020, 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*.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$683.20. 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 \$683.20 as per condition 2 of the above agreement. The tenant must be served with a copy of 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.

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

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

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: May 15, 2020

Residential Tenancy Branch