



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, OPC, MNRL, OPN

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord May 12, 2020. The Landlord applied as follows:

- For an Order of Possession based on a One Month Notice to End Tenancy for Cause dated February 07, 2020 (the "Notice");
- For an Order of Possession based on the Tenant giving notice to end the tenancy;
- To recover unpaid rent; and
- For reimbursement for the filing fee.

The Landlord appeared at the hearing with C.G. to assist. The Tenant appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not. I addressed service of the hearing package and Landlord's evidence. The Tenant confirmed receipt of the hearing package. The Tenant testified that she did not receive the Landlord's evidence. The Landlord testified that she sent the evidence with the hearing package. I heard the parties on this further and told them I would make a decision about admissibility of the evidence in my written decision if necessary. I do not find it necessary to address this issue further because the parties came to a settlement agreement about this matter and therefore, I have not decided the matter and have not considered evidence in this matter.

There was no issue that there is a tenancy agreement between the parties in relation to the rental unit. A written tenancy agreement was submitted and the parties agreed it is accurate.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and issue any necessary orders. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later.

The parties agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure. I also advised the parties of the changes in relation to enforcing Orders of Possession given the *Ministerial Order M089* issued March 30, 2020 and referred to on the last page of this decision.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The tenancy will end and the Tenant, and all occupants, will vacate the rental unit no later than 1:00 p.m. on July 15, 2020.
2. The Notice is cancelled.
3. The Tenant owes the Landlord \$6,695.41 in unpaid rent and gas. The Tenant will pay the Landlord \$6,695.41 by September 15, 2020.
4. The Tenant will reimburse the Landlord for the \$100.00 filing fee and will pay the Landlord the \$100.00 by September 15, 2020.

5. All rights and obligations of the parties under the tenancy agreement will continue until the tenancy ends, unless addressed above.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is issued an Order of Possession for the rental unit. If the Tenant does not vacate in accordance with the settlement agreement above, this Order must be served on the Tenant. If the Tenant does not vacate in accordance with the Order, the Order may be enforced in the BC Supreme Court as an order of that Court **SUBJECT TO THE MINISTERIAL ORDER M089 REFERRED TO ON THE LAST PAGE OF THIS DECISION.**

The Landlord is issued a Monetary Order. If the Tenant does not pay the Landlord in accordance with the settlement agreement above, this Order must be served on the Tenant. If the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: June 12, 2020

Residential Tenancy Branch