



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNRL, MNDCL

On July 29, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for unpaid rent and an Order of Possession for the rental unit. The matter was set for a participatory hearing via conference call.

The Landlord and Tenant attended the hearing and provided testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

Preliminary Matters

Section 63 of the Act allows an Arbitrator to 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 include an Order. Accordingly, I assisted the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties.

Settlement Agreement

The Landlord and Tenant confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of the Landlord’s Application.

1. The Landlord withdrew the One Month Notice to End Tenancy for Cause.
2. Both parties mutually agreed to end the tenancy and that the Tenant would vacate the rental unit by September 15, 2020.
3. The Tenant agreed that she has not paid rent since November 2019 and that she owes the Landlord \$10,000 in unpaid rent for the period between November 1, 2019 and March 30, 2020.
4. Both parties acknowledged that if the Tenant fails to pay her rental arrears by the end of the tenancy, that the Landlord will be issued a Monetary Order in the amount of \$10,000.00 to serve on the Tenant.
5. This Application is now closed.

The terms of this agreement were summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlord and the Tenant both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

Conclusion

The above Settlement Agreement is made in full satisfaction of the Landlord's Application.

As discussed with parties during the hearing, to give effect to the settlement reached between them, I issue the attached Order of Possession to be used by the Landlord only if the Tenant fails to vacate the rental unit by 1:00 p.m. on September 15, 2020. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order in the event that the Tenant does not vacate the rental unit as agreed to in the Settlement Agreement. 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.

As also discussed with parties during the hearing, to give effect to the settlement reached between them, I issue the attached Monetary Order for unpaid rent, in the amount of \$10,000.00. The Landlord is provided with this Order and the Tenant must be served with this Order if the Tenant fails to pay the Landlord the outstanding rent, by the end of the tenancy. Should the Tenant fail to comply with this Order, this Order may be filed with the Province of British Columbia Small Claims Court 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 *Residential Tenancy Act*.

Dated: August 31, 2020

Residential Tenancy Branch