



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL-S, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an order of possession for unpaid rent, further to having served the Tenant(s) with a 10 Day Notice to End Tenancy for Unpaid Rent dated July 8, 2020, in the amount of \$1,850.00 that was due on February 1, 2020, and for a monetary order for unpaid rent in the amount of \$11,100.00, retaining the security deposit to apply to this claim; and to recover the \$100.00 cost of his dApplication filing fee.

The Tenant and the Landlord appeared at the first teleconference hearing on August 28, 2020, and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. Early in this hearing, the Tenant requested that it be adjourned, because he said he has a no-contact Order with the Landlord – he is not allowed any direct or indirect contact with the Landlord, nor is he allowed to attend the residential property – and he did not want to breach this Order.

The Landlord was opposed to the adjournment, because he said he has not received any rent from the Tenant, since January 2020, and that he fears he will not be able to make his mortgage payments. Adjourned hearings typically take six to eight weeks to be reconvened; however, to address both Parties' concerns, I adjourned the hearing to be reconvened, as soon as possible. I advised the Tenant that he should arrange to have someone represent him at the reconvened hearing to alleviate his concern about the no contact Order with which he must comply.

The hearing was reconvened on September 21, 2020, and both Parties attended the hearing. The Tenant did not have anyone present to represent him; however, I had the Parties address me, rather than each other throughout the hearing.

During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree that the tenancy ended on August 13, 2020, as a result of the restraining order imposed on the Tenant by the police on August 8, 2020, which order required the Tenant to have no contact with the Landlord or the residential property without a police escort.
2. The Parties agree that the Tenant owes the Landlord \$12,950.00 in unpaid rent that was due to the Landlord from the Tenant under this tenancy on February 1, 2020 through August 1, 2020, at the rate of \$1,850.00 per month.
3. The Parties agree that by September 30, 2020, the Tenant will pay the Landlord the full amount owing in this Settlement Agreement by sending the funds to the Landlord's email address, which is: frontlinerenovation@gmail.com.
4. The Landlord is granted a Monetary Order in the amount of \$12,950.00 from the Tenant, which must be served on the Tenant.
5. After service of this Order on the Tenant, the Landlord may file the Monetary Order in the Provincial Court (Small Claims Division), if the Tenant does not pay the Landlord the full amount owing under this Settlement Agreement by September 30, 2020.
6. If the Tenant complies with the above payment schedule, this Monetary Order will become void and unenforceable.

7. The Parties agree that they entered into this Agreement completely voluntarily.

This Settlement Agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this Agreement was made on a voluntary basis, and that the Parties understood the binding nature of this full and final settlement of these matters.

Conclusion

This matter was resolved by way of a mutually settled agreement.

In support of the settlement described above, and with agreement of both Parties, I grant the Landlord a **Monetary Order** to serve and enforce upon the Tenant, if necessary. This Order must be served on the Tenant, if the Tenant fails to adhere to the terms of the Settlement Agreement.

I Order the Parties to comply with their Settlement Agreement described above.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: September 21, 2020

Residential Tenancy Branch