



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC MNRL FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The landlord applied for an order of possession based on a 1 Month Notice to End Tenancy for Cause, for a monetary order for unpaid rent, and to recover the cost of the filing fee.

The landlord, counsel for the landlord, JW (landlord counsel), counsel for the tenant, AM (tenant counsel) and the executor of the estate of SC (executor) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Neither party raised any concerns regarding the service of documentary evidence. As a result, I find the parties were sufficiently served in accordance with the Act.

Settlement Agreement

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

1. The parties agree that the tenancy will end on **October 31, 2020 at 1:00 p.m.**
2. The parties agree that the landlord will be granted an order of possession effective October 31, 2020 at 1:00 p.m. The parties agree that the landlord may serve the tenant by email with the order of possession. The email address of the tenant was confirmed during the hearing.

3. The tenant agrees to remove all personal items, including the vehicle from the property and the storage room and that the rental unit will be left reasonably clean by October 31, 2020 by 1:00 p.m.
4. The parties agree to an inspection of the rental unit at 1:30 p.m. on Friday, October 16, 2020.
5. The parties agree that by October 12, 2020 by 5:00 p.m. the tenant's counsel will advise the landlord's counsel whether the access key has arrived from the United States of America. If the access key has not arrived, the tenant's counsel, at their expense, agree to have the rental unit locks changed by a locksmith no later than October 15, 2020 by 5:00 p.m.
6. The parties agree that the respondent will pay the landlord **\$2,500.00** to settle all unpaid rent and the filing fee no later than **October 30, 2020 by 4:00 p.m. Pacific Standard Time (PST)**.
7. The landlord is granted a monetary order pursuant to section 67 of the Act in the amount of **\$4,900.00, which will be of no force or effect if the amount owing of \$2,500.00 has been paid in accordance with #6 above in full by November 6, 2020 by 4:00 p.m. PST**. The parties agree that should enforcement of the monetary order be necessary, the monetary order may be served by email on the tenant and that the tenant's email address has been confirmed during the hearing.

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

These matters were resolved by way of a mutually settled agreement pursuant to section 63 of the Act.

I ORDER the parties to comply with the terms of their mutually settled agreement pursuant to sections 63 and 62(3) of the Act.

The tenancy shall end on October 31, 2020 at 1:00 p.m. The landlord has been granted an order of possession accordingly.

The parties agreed to a monetary settlement of \$2,500.00, which will increase to \$4,900.00 if the tenant fails to comply with #6 above by November 6, 2020 by 4:00 p.m.

The monetary order granted in the amount of \$4,900.00 will be of no force or effect if the tenant pays the landlord \$2,500.00 in accordance with #6 above.

The decision will be emailed to the parties. The monetary order and the order of possession will be emailed to the landlord only for service on the tenant, if necessary.

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 29, 2020

Residential Tenancy Branch