



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacific Quorum Okanagan Properties
INC and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, CNR, MT
OPRM-DR, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution that was filed by the Tenant (the Tenant's Application) under the Residential Tenancy Act (the Act), seeking:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice);
- Cancellation of a One Month Notice to End Tenancy for Cause (the One Month Notice), and
- An extension to the timeline for disputing the above noted notices to end tenancy.

This hearing also dealt with a Cross-Application filed by the Landlord (the Landlord's Application) under the Act, seeking:

- An Order of Possession;
- Unpaid Rent; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the agent for the Landlord (the Agent), and the Tenant, both of whom provided affirmed testimony. As the parties acknowledged service of each other's Applications and evidence and the Notice of Hearing, the hearing proceeded as scheduled.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I

could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree the tenancy will end on November 13, 2020, at 1:00 P.M.
2. The Tenant agrees to vacate the rental property by 1:00 P.M. on November 13, 2020.
3. The parties agree that the Tenant owes \$5,763.33 in outstanding rent to the Landlord for the period up to and including November 13, 2020, and agrees to pay this amount to the Landlord.
4. The Tenant understands that if they do not move out by 1:00 P.M. on November 13, 2020, the Landlord will seek additional per-diem rent for each day that they overhold the rental unit, plus any additional losses suffered due to overholding the rental unit.
5. The rights and obligations of the parties under the Act continue until the tenancy ends in accordance with this agreement.
6. The Landlord will deal with the Tenant's \$650.00 security deposit in accordance with the Act.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective 1:00 P.M. on November 13, 2020. This Order must be served on the Tenant as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a Monetary Order in the amount of \$5,763.33. This Order must be served on the Tenant as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the British Columbia Small Claims Court and enforced as an order of that Court.

The Tenant is cautioned that the costs of enforcement are recoverable from them by the Landlord.

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: November 2, 2020

Residential Tenancy Branch