



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, LRE, LAT, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on December 8, 2020. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord and the Tenant both attended the hearing. All parties provided testimony.

Preliminary Matters

During the hearing, both parties confirmed that they have another hearing booked for February 5, 2021. That hearing is scheduled as a cross application. Both parties agreed to hear all issues on this application, as well as all issues for both parties from the cross application set for February 5, 2021, as part of today's proceeding.

In other words, both parties agree settle all outstanding issues, in full, as part of this application, and subsequent settlement agreement. By the consent of both parties, I allow all matters to be heard today.

Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties agreed to settle all issues, in full, in pursuit of the following settlement agreement.

Pursuant to section 63 of the *Act*, the Arbitrator may 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 or an order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant withdraws this application in full.
- Both parties withdraw their cross application set for a hearing on February 5, 2021.
- The Landlord will forgive past due rent amounts accrued leading up to November 30, 2020.
- The Tenant will pay December 2020 rent (\$1,600.00), in full, by December 15, 2020.
- The Tenant will pay January 2021 rent (\$1,600.00), in full, by January 1, 2021.
- In other words, the Tenant is only responsible to pay \$3,200.00 in rent between now and the date the tenancy is set to end, January 31, 2021.
- The Tenant agrees to vacate the rental unit by January 31, 2021.
- The Landlord and the Tenant both agree that this settlement agreement settles all issues with respect to the tenancy, in full. (the issues on this application, as well as all issues set to be heard at the cross application hearing on February 5, 2021)
- The security deposit must still be dealt with in accordance with the Act.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.
- The parties both agree to set aside, cancel and nullify the previous repayment agreement. Both parties acknowledged this was done on a voluntary basis.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of all aspects of this tenancy.

In the event the Tenant fails to make either of the above noted payments, the Landlord may serve and enforce the attached order of possession, which will be effective two days after it is served on the Tenant. Further, if the Tenant fails to pay the above noted amounts, the Landlord may serve and enforce the attached monetary order, less any amounts paid as of that time.

The Landlord may also serve and enforce the attached order of possession, should the Tenant fail to move out by the agreed upon date of January 31, 2021.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession which will be effective **two days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$3,200.00** comprised of rent owed. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

These Orders **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce the Orders on the Tenant, unless the Tenant fails to meet the conditions of this agreement.

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: December 08, 2020

Residential Tenancy Branch