



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Neighbourhood Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNRL-S, OPR, FFL

Introduction

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

- An Order of Possession based on an undisputed 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice)
- Recovery of unpaid rent and utilities;
- Retention of the Tenant's security deposit; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by two agents for the Landlord (the Agents), the Tenant, and the Tenant's support person. All testimony provided was affirmed.

Preliminary Matters

The Tenant indicated that the spelling of their surname in the Application is incorrect and provided me with the correct spelling for their surname.

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 orders.

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

1. The parties agree that the Tenant owes \$1,516.00 in outstanding rent and utilities for December 2020 and January 2021.
2. The parties agree that the Landlord is entitled to a Monetary Order in the amount of \$1,516.00 for the outstanding rent owed as set out above.
3. The parties agree that the tenancy may continue until March 1, 2021, at 9:00 A.M. (Pacific Time), only if the following condition is met:
 - a. On or before 11:59 P.M. on February 1, 2021, the Tenant pays \$758.00 in rent and utilities to the Landlord for February 2021.
4. If the Tenant abides by the above noted term, the Landlord agrees that the Tenancy may continue until March 1, 2021, at 9:00 A.M. at which time the Tenant agrees to vacate the rental unit.
5. The Tenant understands that failure to abide by the rent payment term set out under section 3(a) of this mutual settlement agreement will constitute a breach of a material term of the tenancy agreement and result in the termination of the tenancy two days after service of the attached Order of Possession.
6. The rights and obligations of the parties under the Act continue until the tenancy ends in accordance with this agreement.
7. The Landlord withdraws their Application in full as part of this mutually agreed settlement.

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 two orders of possession as follows:

- An Order of Possession effective at 9:00 A.M. on March 1, 2021; and
- A Conditional Order of Possession effective two days after service on the Tenant.

The Landlord is provided with the Order of Possession effective March 1, 2021, in the above terms, and the Tenant must be served with this Order 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.

The Landlord is also provided with the Conditional Order of Possession effective two days after service on the Tenant. This Order **must** be read in conjunction with the

related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenant **unless** the Tenant fails to meet the payment condition set out under section 3(a) of the mutual settlement agreement. 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. If the Tenant complies with section 3(a) of this mutual settlement agreement, the two day Order of Possession is deemed to be of no force or effect.

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 **\$1,516.00**. The Landlord is provided with this Monetary Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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

Should any amount of the Monetary Order set out above remain unpaid on the date the tenancy ends, section 38(3) of the Act applies.

Should the Tenant fail to pay February 2021 rent as required, or overhold the rental unit, the Landlord remains at liberty to seek recovery of any unpaid rent or overholding rent by way of an Application for Dispute Resolution, should they wish to do so.

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: January 18, 2021

Residential Tenancy Branch