



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "*Act*") for an order to cancel a notice to end tenancy for unpaid rent or utilities pursuant to section 46 and 55.

Both the tenant and the landlord attended the hearing. As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant's Application for Dispute Resolution and the tenant acknowledged service of the landlord's evidence. Neither party stated they had concerns with timely service of documents.

The tenant testified she served the landlord with an additional document by email and uploaded a copy of it to the Residential Tenancy Branch online portal this morning. As this document was exchanged outside of the timeframe allowed by rule 3 of the Residential Tenancy Branch rules of procedure, it was not referred to in this decision.

### Settlement Reached

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The parties mutually agree to end the tenancy. This tenancy will end at 1:00 p.m. on January 31, 2021, by which time the tenant and any other occupant will have vacated the rental unit.
2. The landlord agrees that rent for the month of January, 2021 is deemed paid.
3. The parties will conduct a condition inspection report at 1:00 p.m. on January 31, 2021 or any other time and date as mutually agreed between the parties.
4. The rights and obligations of the parties under the *Act* continue until the tenancy ends.
5. The tenant agrees that the landlord is entitled to a monetary order against the tenant in the amount of \$7,000.00, representing arrears in rent from March 1, 2020 to November 30, 2020.
6. The 10-day notice to end tenancy for unpaid rent is cancelled and of no further force or effect.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on January 31, 2021, should the landlord be required to do so.

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of \$7,000.00

#### Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on January 31, 2021.**

I issue a monetary order in the landlord's favour in the amount of **\$7,000.00.**

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 08, 2021

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Residential Tenancy Branch