



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes OPR-DR, OPRM-DR, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution by Direct Request that was filed by the Landlord on October 30, 2020, and adjourned to a participatory hearing. The Landlord filed 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
- 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. All parties provided affirmed and testimony.

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 Landlord may retain the Tenant's \$270.00 security deposit.
2. The parties agree the tenancy will end on or before February 19, 2021, at 1:00 P.M. and that the Landlord will be provided with an Order of Possession for the rental unit effective February 19, 2021, at 1:00 P.M.

3. The parties agree that if the Tenant vacates the rental unit as set out above, and returns the one set of keys for the rental unit in their possession by February 19, 2021, at 1:00 P.M., the Landlord will forgive all amounts of past owed rent and will pay the Tenant \$2,500.00.
4. The parties agree that the above noted payment from the Landlord to the Tenant will be due at the time the tenancy ends, or February 19, 2021, at 1:00 P.M., whichever is earlier.
5. The parties agree that if the Tenant does not return the one set of keys to the rental unit in their possession and vacate the rental unit by 1:00 P.M. on February 19, 2021, the Tenant is no longer owed \$2,500.00 and the agreement for the forgiveness of back owed rent is revoked. In this case, the Landlord will remain at liberty to enforce the above noted Order of Possession and to file an Application for Dispute Resolution with the Branch seeking any unpaid rent up to and including the end date for the tenancy.
6. The rights and obligations of the parties under the Act continue until the tenancy ends in accordance with this agreement.
7. Both parties remain at liberty to file subsequent claims with the Branch in relation to this tenancy for matters other than those covered by the settlement agreement. This is not an extension of any statutory time limit.

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 February 19, 2021**, pursuant to section 63 of the Act. The Landlord is provided with this 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 Supreme Court of British Columbia and enforced as an Order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from them by the Landlord.

In support of the settlement described above, and with the agreement of the parties, I grant the Tenant a Conditional Monetary Order in the amount of **\$2,500.00**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Tenant **must not** serve or seek to enforce this Order on the Landlord unless they

vacate the rental unit and return the one set of keys in their possession, on or before February 19, 2021, as set out under section 2 and 3 of the settlement agreement AND the Landlord fails to pay them the \$2,500.00 as set out under section 4. The Landlord is cautioned that costs of such enforcement may be recoverable from them by the Tenant.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: February 11, 2021

Residential Tenancy Branch