



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Island Investment  
Corporation and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNR-MT, FFT**

### **Introduction**

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to sections 46 and 55;
- A request for more time to cancel a Notice to End Tenancy pursuant to section 66;
- Authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both the tenant and the landlord attended the hearing. The tenant was assisted by an advocate, HK. The landlord was represented by property manager, LS. As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant's Application for Dispute Resolution and stated she had no concerns with timely service of documents.

### **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 this tenancy. This tenancy will end at 1:00 p.m. on February 28, 2021 by which time the tenant and any other occupant will have vacated the rental unit.
2. The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities is cancelled and of no further force or effect.
3. The rights and obligations of the parties under the *Act* continue until the tenancy ends.
4. The tenant acknowledges that she owes \$11,750.00 in unpaid rental arrears. The parties agree that the landlord may retain the \$2,900.00 in security deposit and pet damage deposit in partial satisfaction of the unpaid rental arrears. The landlord will be awarded a \$8,850.00 monetary order pursuant to sections 67 *Act*.

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 February 28, 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 \$8,500.00.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, the filing fee will not be recovered.

#### Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on February 28, 2021.**

I issue a monetary order in the landlord's favour in the amount of **\$8,500.00.**

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: February 18, 2021

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Residential Tenancy Branch