



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OPR, FFL**

Introduction

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

- An Order of Possession for unpaid Rent pursuant to sections 46 and 55; and
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant and the landlord JM attended the hearing. As both parties were present, service of documents was confirmed. The tenant acknowledged service of the landlord's Application for Dispute Resolution and did not raise any concern with timely service of documents.

Preliminary Issues

On his Application for Dispute Resolution, the landlords did not specify the rental unit was a basement unit; misspelled the tenant's given name; and reversed the order of the tenant's given name and surname. In accordance with section 64(3)(c), I amended the Application for Dispute Resolution to rectify these errors.

Background and Evidence

The landlord testified that he served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on November 2, 2020 by registered mail and by posting the notice to the tenant's door on November 2, 2020. The tracking number for the mailing is recorded on the cover page of this decision.

The tenant testified that her son/roommate moved out of the rental unit in July or August of 2020 and the tenant testified she paid \$600.00 of the September rent and no rent for October or November. The tenant did not file an application to dispute the landlord's notice to end tenancy.

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.

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.

Conclusion

I grant the landlord and Order of Possession effective at 1:00 p.m. on February 28, 2021.

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 11, 2021

Residential Tenancy Branch