



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, OPR-DR FFL / CNR

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “Act”). The landlord’s for:

- an order of possession for non-payment of rent pursuant to section 55;
- a monetary order for unpaid rent in the amount of \$10,812 pursuant to section 67;
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

And the tenants’ application for the cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent pursuant to section 46.

Tenant JF attended the hearing. The landlord attended the hearing along with her assistant VD. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Preliminary Issue – Amendment to Increase Amount Claimed

At the hearing the landlord sought to further amend the application to include a claim for December 2020, January 2021, and February 2021 rent which remains outstanding.

Rule of Procedure 4.2 states:

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

In this case, the landlord is seeking compensation for unpaid rent that has increased since the application for dispute resolution was made. The increase in the landlord’s monetary claim should have been reasonably anticipated by the tenant. Therefore,

pursuant to Rule 4.2, I order that the landlord's application be amended to include a claim for December 2020, January 2021, and February 2021 (\$5,227.50).

Analysis

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, 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:

1. The tenants will pay the landlord \$16,036.50.
2. The tenants will vacate the rental unit on or before February 28, 2021 at 1:00 pm.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I attach the following orders to the decision:

- 1) Monetary order ordering the tenants to pay the landlord \$16,036.50.
- 2) Order of possession which orders that the tenants provide vacant possession of the rental unit to the landlord on or before February 28, 2021 at 1:00 pm.

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 12, 2021

Residential Tenancy Branch