



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR-PP, OPRM-DR, FFL; CNR, FFT

Introduction

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

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67; and
- authorization to recover the filing fee for his application, pursuant to section 67.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated January 19, 2021 ("10 Day Notice"), pursuant to section 67; and
- authorization to recover the filing fee for his application, pursuant to section 67.

The landlord, the landlord's agent and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord's agent confirmed that he had permission to speak on behalf of the landlord named in this application at this hearing. This hearing lasted approximately 71 minutes.

The landlord's agent confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the landlord's application on March 4, 2021 at 11:00 a.m. The tenant confirmed that he received the landlord's application. Both parties agreed to settle the landlord's application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

Settlement Terms

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 and orders. 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 their dispute:

1. The tenant agreed to pay full rent of \$1,500.00 to the landlord by the first day of each month from April 1, 2021 and for the remainder of this tenancy, until the rent is legally changed in accordance with the *Act*;
2. The tenant agreed to pay the landlord rent of \$14,950.00, which the landlord agreed to accept for the period from October 1, 2019 to March 31, 2021, according to the following terms:
 - a. \$5,000.00 by March 10, 2021;
 - b. \$500.00 per month from March 2021 to May 2021, by the first day of each month;
 - c. \$1,000.00 per month from June 2021 to January 2022, by the first day of each month;
 - d. \$450.00 by February 1, 2022;
3. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by conditions 1 AND 2 above. In that event, the landlord's 10 Day Notice, dated January 19, 2021, is cancelled and of no force or effect;
4. Both parties agreed that this tenancy will end pursuant to a seven (7) day Order of Possession, which expires on February 25, 2022, if the tenant does not abide by conditions 1 OR 2 above;
5. The tenant agreed to bear his own cost for the \$100.00 filing fee paid for his application;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application scheduled for a future hearing at 11:00 a.m. on March 4, 2021, arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. Both parties confirmed that they would not be attending the future hearing which is hereby cancelled by way of this settlement;

- b. The landlord agreed to bear the cost of the \$100.00 filing fee paid for that application.

These particulars comprise the full and final settlement of this dispute. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles their dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during the lengthy 71-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached seven (7) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions 1 OR 2 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on February 25, 2022** and it cannot be served upon the tenant after **February 25, 2022**. The tenant must be served with this Order in the event that the tenant does not abide by conditions 1 OR 2 of the above settlement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant abides by conditions 1 AND 2 of the above settlement, I find that the landlord's 10 Day Notice, dated January 19, 2021, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$13,450.00, the current amount owing for rent until February 2021. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$13,450.00 as per condition 2 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

As advised to the landlord during the hearing, the landlord may apply for a monetary order for any future unpaid rent from March 1, 2021 onwards, if applicable.

The tenant must bear his own cost for the \$100.00 filing fee paid for his application.

The landlord's application, scheduled for a future hearing on March 4, 2021 at 11:00 a.m., is settled by way of this agreement and neither party is required to attend the future hearing. The landlord must bear the cost of the \$100.00 filing fee paid for that application.

I order both parties to comply with all of the above settlement terms.

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 25, 2021

Residential Tenancy Branch