



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SKYLINE LIVING  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      OPR MNRL-S MNDCL-S FFL

### Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for an order of possession based on an undisputed 10 Day Month Notice to End Tenancy for Unpaid Rent or Utilities dated October 29, 2020 (10 Day Notice), for a monetary order for unpaid rent, and to recover the cost of the filing fee.

An agent for the landlord GM (agent), resident manager for the landlord, TE (resident manager), the tenant and a support person for the tenant, JM (support) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The tenant confirmed that they were served with the landlord's documentary evidence and had the opportunity to review that evidence prior to the hearing. As the tenant confirmed they did not serve documentary evidence in response to the landlord's claim, I find the tenant was sufficiently served in accordance with the Act.

### Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The tenant agrees that as of the date of this hearing, March 9, 2021, the amount of rent arrears plus filing fee owed to the landlord is **\$8,650.00**.
2. The tenant agrees to pay the landlord **\$1,000.00** extra per month towards the rent arrears and filing fee described in #1 above, on the **23<sup>rd</sup> day of each month**

**starting March 23, 2021** and will continue until such time that the full amount in #1 has been paid in full.

3. The landlord is granted an order of possession effective **two (2) days** after service on the tenant, that the landlord agrees not to enforce as long as the tenant pays the landlord in accordance with #2 and #6 in full.
4. The landlord is granted a monetary order pursuant to section 67 of the Act in the amount of **\$8,650.00** which will be of no force or effect if the tenant pays the landlord in accordance with #2 and #6 in full.
5. The landlord withdraws their application in full as part of this mutually settled agreement.
6. The tenant agrees to pay the landlord **\$700.00** by today, **March 9, 2021 by 6:00 p.m. Pacific Standard Time (PST)** and the balance of March 2021 rent, **\$980.00, by March 16, 2021.**

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

**I ORDER** the parties to comply with the terms of their mutually settled agreement pursuant to sections 63 and 62(3) of the Act.

### Conclusion

These matters were resolved by way of a mutually settled agreement pursuant to section 63 of the Act.

The parties have been ordered to comply with the terms of their mutually settled agreement pursuant to sections 63 and 62(3) of the Act.

The landlord has been granted a monetary order and order of possession as indicated above and will only be enforced by the landlord if the tenant fails to comply with #2 and #6 above.

The decision will be emailed to the parties. The monetary order and the order of possession will be emailed to the landlord only for service on the tenant, if necessary.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: March 9, 2021

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Residential Tenancy Branch