



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OPR-DR-PP, OPRM-DR, FFL**

MNDCL, MNRL, OPR, FFL

Introduction

This hearing dealt with two applications filed by the landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The first application was for:

- An Order of Possession for unpaid Rent by direct request pursuant to sections 46 and 55;
- An order of possession and monetary order by direct request pursuant to sections 46, 55 and 67;
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The second application was for:

- A monetary order for damages or compensation pursuant to section 67;
- A monetary order for rent pursuant to section 67;
- 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 attended the hearing and the landlord was represented at the hearing by an agent, EF (“landlord”). The tenant acknowledged being served with both of the landlord’s Applications 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. 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 the tenancy. This tenancy will end at 1:00 p.m. on March 31, 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 issued on December 10, 2020 is cancelled and of no further force or effect.
3. The rights and obligations of the parties continue until the tenancy ends.
4. The tenant agrees she owes arrears in rent for the months of November 2020 to March 2021, a total of five months at a rent of \$3,300.00 per month. The tenant agrees the landlord is entitled to a monetary order in the amount of \$16,500.00.

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. This includes the fees paid by the landlord to commence these actions.

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 March 31, 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 \$16,500.00.

Conclusion

I grant an Order of Possession to the landlord effective **at 1:00 p.m. on March 31, 2021**. Should the tenants or anyone on the premises fail to comply with this Order, this Order may be filed and enforced in the Supreme Court of British Columbia.

I issue a monetary order in the landlord's favour in the amount of **\$16,500.00**.

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: March 19, 2021

Residential Tenancy Branch