



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR-PP, MNRL-S, FFL

### Introduction

On January 13, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting an Order of Possession for the rental unit, a Monetary Order for unpaid rent, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord's representatives and the Tenant attended the hearing and provided testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing.

### Preliminary Matters

Section 63 of the Act allows an Arbitrator to 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 include an Order. Accordingly, I assisted the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties.

### Settlement Agreement

The Landlord and Tenant confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of the Landlord's Application.

1. The Landlord agreed to withdraw the 10 Day Notice to End Tenancy, dated December 17, 2020.
2. The Tenant agrees to pay \$400.00 towards April 2021 rent by April 14, 2021.
3. The Tenant agrees to pay the balance of \$230.00 for the April 2021 rent by April 30, 2021.
4. The Tenant agrees to pay the base rent, pursuant to the Tenancy Agreement, on the first of each month. For example, the Tenant will be responsible to pay the May 2021 rent on May 1, 2021, in the full amount of \$630.00.

5. The Tenant agrees to pay the Landlord the outstanding amount of unpaid rent, for a total of \$6,460.00 (amount of outstanding rent accumulated between April 2020 and March 31, 2021), by October 31, 2021.
6. This Application is now closed.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlord and the Tenant both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

As the Landlord's issues were addressed by settlement, I make no award for the recovery of the filing fee.

### Conclusion

The above Settlement Agreement is made in full satisfaction of the Landlord's Application.

As discussed with parties during the hearing, to give effect to the settlement reached between them, I issue the attached Order of Possession, effective 30 days after the Tenant receives the Order of Possession, to be used by the Landlord only if the Tenant fails to abide by the terms of this agreement. The Landlord is provided with this Order and the Tenant must be served with this Order in the event that the Tenant fails to pay monthly rent or fails to pay the outstanding rent by October 31, 2021, as agreed to in the Settlement Agreement. 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.

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: April 12, 2021

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Residential Tenancy Branch