



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR**
 MNRL-S, OPR-PP, FFL

Introduction

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

The tenant applied for:

- an order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to sections 46 and 55.

The landlord applied for:

- A monetary order for rent and/or utilities and authorization to retain a security deposit pursuant to sections 38 and 67;
- An Order of Possession for unpaid Rent, with a repayment plan, pursuant to sections 46 and 55;
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both the tenant and the landlord attended the hearing. The parties confirmed receipt of one another’s Applications for Dispute Resolution and stated they had no issues with timely service of documents. Both parties provided testimony regarding the merits of their cases with the landlord proceeding first.

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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 this tenancy. This tenancy will end at 1:00 p.m. on April 30, 2021 by which time the tenant and all other occupants will have vacated the rental property.
2. The rights and obligations of the parties continue until the tenancy ends in accordance with this agreement.
3. The tenant acknowledges the landlord is entitled to compensation for unpaid rent in the amount of \$31,500.00. The parties agree the landlord is awarded a monetary order in the amount of \$31,500.00.
4. The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on January 4, 2021 is cancelled and of no further force or effect.

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. The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, the filing fee will not be recovered.

Conclusion

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 April 30, 2021 should the landlord choose 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 \$31,500.00.

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: April 09, 2021

Residential Tenancy Branch