



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, FFL

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; and
- authorization to recover the filing fee for this application, pursuant to section 72.

Both parties 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 tenant confirmed that her husband was present, but he did not participate in this hearing. This hearing lasted approximately 25 minutes.

The hearing began at 11:00 a.m. with me and the landlord present. The tenant called in late at 11:04 a.m. I informed the tenant about what occurred in her absence. The hearing ended at 11:25 a.m.

At the outset of the hearing, I informed both parties that they were not permitted to record the hearing, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. During the hearing, both parties affirmed under oath that they were not recording the hearing, and they would not record this hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with the hearing and they wanted to settle this application.

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

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's application to include the tenant's legal surname, which the tenant said was changed back to her maiden name. Both parties consented to this amendment during the hearing.

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 the landlord \$2,126.00 by May 25, 2021 by money order, which the landlord agreed to accept for unpaid rent of \$2,026.00 from January 1 to May 31, 2021 and for the \$100.00 filing fee for this application;
2. The tenant agreed to pay full rent to the landlord by the first day of each month for the remainder of this tenancy;
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 March 20, 2021, is cancelled and of no force or effect;
4. Both parties agreed that this tenancy will end pursuant to a fourteen (14) day Order of Possession, which expires on May 20, 2022, if the tenant does not abide by conditions 1 OR 2 above;
5. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

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.

Conclusion

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

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached fourteen (14) 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 May 20, 2022** and it cannot be served upon the tenant after **May 20, 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 March 20, 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, I issue a monetary Order in the landlord's favour in the amount of \$2,126.00. 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 \$2,126.00 as per condition 1 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.

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: May 20, 2021

Residential Tenancy Branch