



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 dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession, for the 10-Day Notice to End Tenancy for Unpaid Rent (the "10-Day Notice") issued on December 16, 2020;
- a monetary order for unpaid rent – holding the security or pet deposit;
- a monetary order for other compensation
- recovery of the Application filing fee.

An agent for the landlord (hereinafter the "landlord") and tenant both attended the hearing and I provided each the opportunity be heard, to present affirmed testimony, and to make submissions.

The tenant confirmed receipt of the landlord's prepared evidence in advance of the hearing. The tenant confirmed they did not prepare individual documentary evidence.

Settlement Terms

Pursuant to s. 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.

The terms agreed upon between the parties are as follows:

1. Both parties agreed the tenant received the 10-Day Notice on December 17, 2020;
2. Both parties agreed the tenant did not pay rent and did not dispute the 10-Day Notice within the required legislated timeframe;
3. Both parties agreed the tenant did not pay rent for the months of November and December 2020, and January, February, March, April and May 2021;
4. with the amount of rent at \$1,368, the outstanding amount of rent owing is \$9,726
5. Both parties agree the landlord did receive June 2021 rent;
6. Both parties agreed the tenant owes the amount of \$150 for NSF fees as set out in the tenancy agreement;
7. The tenant agreed to pay the landlord the amount of \$1,400 per month, within the 6-month timeframe presented by the landlord in the hearing;
8. The tenant agrees that this amount is to be paid in addition to the regular monthly rent amount of \$1,368 to be paid on time monthly.

These particulars comprise the full and final settlement of all aspects of this particular dispute for both parties. I find both parties agreed to the above terms, free of any duress or coercion.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord only if the tenant fails to uphold the terms of the agreement. This sets a timeline of TWO DAYS from when the landlord serves it to the tenant for them to completely vacate the rental unit. The parties understood this is a consequence of the tenant failing to uphold the agreement.

The tenant must bear the cost of the \$100 filing fee for this Application.

In order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$9,826.00. I deliver this Order to the landlord in support of the above agreement for use only in the event that the tenant does not abide by the monetary agreement. The tenant must be served with a copy of this Order as soon as possible after a failure to comply with the conditions. Should the tenant fail to comply with this Order, the landlord may file it in the Small Claims Division of the Provincial Court where it will be 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 s. 9.1(1) of the *Act*.

Dated: June 04, 2021

Residential Tenancy Branch