



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR GP INC.
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* ("Act") for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent and for compensation under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 31 minutes.

The landlord confirmed that she was the paralegal in the legal department for the landlord property management company, that is the agent for the landlord company owner named in this application. She stated that she had permission to represent the landlord company that owns the rental unit.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit the recording of this hearing by any party.

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

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.

The landlord stated that the tenant was served with the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated March 12, 2021 ("10 Day Notice") on the same date by leaving a copy in the tenant's mailbox. The tenant confirmed receipt of the notice but could not recall the date, stating that he checks his mail everyday. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the 10 Day Notice.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's application to remove the name of the landlord's property management company agent. The landlord 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 full rent of \$845.63 to the landlord by the first day of each month for the remainder of this tenancy, until the rent is legally changed in accordance with the *Act*;
2. The tenant agreed to pay the landlord \$788.52 total for unpaid July 2021 rent, by way of money orders, according to the following terms;
 - a. \$262.84 will be paid on August 1, 2021;
 - b. \$262.84 will be paid on September 1, 2021;
 - c. \$262.84 will be paid on October 1, 2021;
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 12, 2021, is cancelled and of no force or effect;

4. Both parties agreed that this tenancy will end pursuant to a thirty (30) day Order of Possession, which expires on July 27, 2022, if the tenant does not abide by conditions 1 OR 2 above;
5. The tenant agreed to pay the landlord \$55.00 total (\$10.00 for insurance, \$20.00 for parking and \$25.00 for storage) by the first day of each month;
6. The tenant agreed to pay the landlord \$100.00 for the application filing fee, by November 1, 2021;
7. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's 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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 31-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed, under oath, that they agreed and understood that they could not change or reapply for the settlement terms after the hearing was over and that they knew it was a full and final settlement of this application.

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 thirty (30) 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 July 27, 2022** and it cannot be served upon the tenant after **July 27, 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 12, 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 and as discussed with them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$888.52. 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 \$888.52 as per conditions 2 and 6 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: July 27, 2021

Residential Tenancy Branch