



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR, OPRM-DR, FFL

Introduction

On April 13, 2021, an Adjudicator appointed pursuant to the *Residential Tenancy Act* (the *Act*) adjourned the landlord's application for dispute resolution for the following items to a participatory hearing. She did so on the basis of an *ex parte* hearing using the Residential Tenancy Branch's direct request process. The adjudicator adjourned the direct request for the following reasons:

I find that the landlord has not submitted a copy of the 10 Day Notice issued to the tenant or a copy of a Direct Request Worksheet. I further find that I am not able to consider the landlord's Application for Dispute Resolution without these documents which form a part of the Application, and that a participatory hearing is necessary.

I have been delegated authority under the *Act* to consider the landlord's application for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both the landlord and the tenant attended the hearing. As both parties were present, service of documents was confirmed. The tenant acknowledged service of the landlord's Notice of Dispute Resolution Proceedings some time ago and didn't raise any concerns with timely service of documents. I am satisfied the Notice of Dispute Resolution Proceedings was served in accordance with section 89 of the *Act*.

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 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 the tenancy. The tenancy will end at 1:00 p.m. on August 13, 2021 by which time the tenant and any other occupant will have vacated the rental unit.
2. The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on March 4, 2021 and the One Month Notice to End Tenancy for Cause issued on January 8, 2021 are both cancelled and of no further force or effect.
3. The tenant agrees to pay to the landlord the sum of \$806.06 which includes arrears in rent for July, rent until August 13, 2021, the landlord's filing fee of \$100.00, less the tenant's security deposit of \$384.00.

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.

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 August 13, 2021, should the landlord be required 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 \$806.06.

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: August 03, 2021

Residential Tenancy Branch