



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES and  
[tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      CNR

### **Introduction**

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties were clearly informed of the RTB Rules of Procedure about behaviour including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11 which prohibits the recording of a dispute resolution hearing. Both parties confirmed that they understood.

### **Analysis**

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. 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 the landlord's application as set out below:

1. The tenant agreed to pay the outstanding rent accrued up to hearing date in the amount of \$1,367.00, to the landlord, in minimum monthly instalments of \$200.00 until the outstanding amount is paid in full. The tenant agreed that any outstanding rent must be paid in full, on or before June 30, 2022.

2. The parties agreed that this tenancy will continue per the *Act* on the condition that the tenant abides by condition #1 of this agreement.
3. The parties agreed that this tenancy will end in the event that the tenant fails to abide by condition #1 in the agreement, and that the tenant and all occupants will vacate the rental unit within two days of being served the Order of Possession.
4. The tenant understands that in addition to the outstanding rent, they must continue to pay monthly rent as required by the tenancy agreement and Section 26 of the *Act*.
5. The landlord agreed to cancel the 10 Day Notice to End Tenancy dated August 7, 2021.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application.

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**

I issue an Order of Possession to the landlord effective two days after service of this Order on the tenant. The landlord is provided with this Order in the above terms and the tenant must be served with this Order **only** in the event that the tenant does not abide by condition #1 of the above settlement. This two day Order of Possession may **only** be used in the event that the tenant does not comply with the settlement agreement. 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.

The landlord is at liberty to serve the tenant with a new 10 Day Notice to End Tenancy for Unpaid Rent should the tenant fail to comply with condition #4 of the agreement.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the landlord's favour in the amount of \$1,367.00. The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible in the event that the tenant does not abide by condition #1 of the above agreement. 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: December 15, 2021

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Residential Tenancy Branch