



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR LRE OLC FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing was held on December 7, 2021. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act"):

The Landlord and the Tenant both attended the hearing and provided affirmed testimony.

Settlement Agreement

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The 10 Day Notice to End Tenancy dated October 4, 2021, is cancelled and of no force or effect.
- Both parties agree that the Tenant will repay the Landlord \$4,200.00 to settle all unpaid rent arrears as of the time of this hearing.
- Going forward, and starting on January 15, 2022, the Tenant will pay \$262.50 per month towards the \$4,200.00 balance owing for outstanding rent. This will continue for a period of 16 months, until April 15, 2021, when the last payment will be made.

- Monthly rent will continue to be \$1,875.00, per month, due on the first of the month, until the rent is changed in accordance with the Act. This remains unchanged and the above noted repayment amount of \$262.50 will be paid on top of monthly rent.
- If the Tenant fails to honour the payment arrangements for rent arrears on the 15th of each month, then the Landlord is entitled to an order of possession, effective 2 days after service. This will be reflected as a conditional order of possession, and will be attached to this decision.
- The Landlord will also be granted a monetary order for the arrears total of \$4,200.00, and this order will only be enforceable if the Tenant fails to make the payments as agreed, or if the Tenant moves out.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective **two days after service** on the tenant, which the Landlord may serve and enforce if the tenant fails to make an arrears payment as laid out above. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

In support of the agreement described above, the Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$4,200.00**. The Landlord may only seek to enforce this order for amounts that remain unpaid, and if the payment arrangements are not met. The Landlord should be prepared to corroborate whether some payments have been made along the way, if and when this order is enforced. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This Order **must** be read in conjunction with the above mutual settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment plan.

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 07, 2021

Residential Tenancy Branch