



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Broadstreet Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNR, CNC (tenant)**
MNRL-S, OPC, MNDCL-S, FFL (landlord)

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten Day Notice”) pursuant to section 46;
- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47.

This hearing also dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- An order for possession under a One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to sections 47 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

The tenant attended with the advocates DD and KS ("the tenant"). The agent SH attended for the landlord ("the landlord"). All parties attended the hearing and had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

Recording

The parties were cautioned that recordings of the hearing were not permitted pursuant to Rule 6.11 of the *Residential Tenancy Branch Rules*. Both parties confirmed their understanding of the requirement and further confirmed they were not making recordings of the hearing.

Delivery of Decision

Each party confirmed their email address to which a copy of the Decision will be sent.

Settlement

Before the conclusion of this 25-minute hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or Order(s).

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 parties agreed as follows:

1. The tenant is in arrears of rent in the amount of \$3,416.00 for rent owing for the months of December 2021 and January 2022.
2. The tenancy will continue on the present terms providing the tenant pay all arrears in full of \$3,416.00 as well as rent in the amount of \$1,708.00 for the month of February 2022 on or before 12:00 PM on January 31, 2022.

3. If the tenant does not comply with the provision in the immediately preceding paragraph, the tenant shall immediately vacate the unit.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Order of Possession effective 12:00 PM on January 31, 2022; *and*
2. Monetary Order in the amount of \$3,416.00.

The Order(s) (s) must be read in conjunction with the above settlement agreement and **the landlord must not seek to enforce the Order(s)** on the tenant unless the tenant fails to meet the conditions of this agreement.

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy. Should the parties fail to comply with these Order(s) s, the Order(s) s may be filed and enforced as an Order(s) of the Courts of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*. Each party stated they understood and agreed to the terms of this settlement. The settlement was fully discussed by the parties in the hearing. The parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The Application for Dispute Resolution for settled on the above terms of settlement.

Pursuant to the above settlement, I issue the following Order(s) s:

1. Order of Possession effective 12:00 PM on January 31, 2022; *and*
2. Monetary Order in the amount of \$3,416.00 .

The Order(s) must be served. The Order(s) may be enforced in the Courts of the Province of BC.

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: January 14, 2022

Residential Tenancy Branch