



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 Sections 46(1) and 62 of the Act.

The hearing was conducted via teleconference. The Landlord, SJ, and the Tenant, MS, attended the hearing at the appointed date and time. Both Parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both Parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both Parties testified that they were not recording this dispute resolution hearing.

Settlement

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.

The Parties agreed to terms leading to a mutual agreement on this matter. The Parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the Parties to reach an agreement, which would be documented in my decision.

The Parties agreed to settle this matter as follows:

1. The tenancy will end by way of mutual agreement at 1:00 p.m. on March 31, 2022;
2. The Landlord will be granted an Order of Possession for the above tenancy end date;
3. The Tenant agrees to pay the Landlord, at a minimum, \$250.00 on the 23rd day of each month until the outstanding rent amount is paid off;
4. The Landlord will be granted a Monetary Order for \$11,415.00 representing the full and final amount owing for outstanding rent and in case the Tenant stops monthly payments;
5. The Tenant agrees not to bring any further compensation claims for services or facilities lost during this tenancy;
6. The Parties are ordered to comply with all these settlement terms; and,
7. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement. 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

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement, I grant the Landlord an Order of Possession effective at 1:00 p.m. on March 31, 2022. The Order may be filed in and enforced as an Order of the British Columbia Supreme Court.

I grant the Landlord a Monetary Order for \$11,415.00 representing the full and final amount owing for outstanding rent and in case the Tenant stops monthly payments, the Tenant must be served with this Order as soon as possible. Should the Tenant fail to

comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court of British Columbia 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 Act.

Dated: February 15, 2022

Residential Tenancy Branch