



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR-DR, MNR-DR, FFL

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking to cancel a notice to end tenancy. The Application was originally adjudicated through the Direct Request process but was adjourned to a participatory hearing for reasons outlined in the Interim Decision dated December 22, 2021.

The hearing was conducted via teleconference and was attended by the landlord's agent, the tenant, and her advocate.

There were no issues raised by either party in regard to the service of documents and/or evidence.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

During the hearing the parties reached the following settlement:

1. The 10 Day Notice to End Tenancy for Unpaid Rent issued on November 3, 2021 is cancelled;
2. The landlord is entitled to a monetary order for rent for the months of November 2021, December 2021, January 2022, February 2022, and March 2022 in the amount of \$5,235.00;
3. The tenant agrees to pay rent on April 1, 2022, in the amount of \$1,047.00;
4. The tenant agrees to pay rent on May 1, 2022, in the amount of \$1,062.00;
5. The tenant agrees to pay rent on June 1, 2022, in the amount of \$1,062.00;
6. The tenant agrees should she fail to pay the rent as outlined in points 3, 4, or 5, she must vacate the rental unit; and

7. The tenant agrees to vacate the rental unit no later than June 30, 2022.

Conclusion

In support of this settlement and with agreement of both parties, I grant the landlord is entitled to an order of possession effective **two days after service on the tenant**. 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.

This order of possession is **enforceable only** if the tenant fails to pay rent as noted above in the settlement or fails to vacate the rental unit on June 30, 2022.

Also as noted in the settlement I grant the landlord a monetary order in the amount of **\$5,235.00**. 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 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: March 29, 2022

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Residential Tenancy Branch