



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, CNR**

Introduction

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

1. 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; and,
2. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord, KB, Support, JH, and the Tenant, WW, 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 (the "RTB") 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 Tenant proposed a rent payment schedule to the Landlord and after further discussion the Parties reached 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 Tenant agrees to pay the Landlord, at least, \$2,500.00 on March 31, 2022;
2. If the Tenant does not pay \$2,500.00 at the end of March 2022, the Landlord will be granted an Order of Possession for a tenancy end date of April 4, 2022;
3. The Tenant agrees to pay the Landlord, at least, \$3,000.00 on April 30, 2022;
4. If the Tenant does not pay \$3,000.00 at the end of April 2022, the Landlord will be granted an Order of Possession for a tenancy end date of May 2, 2022;
5. The Tenant agrees to pay the Landlord, at least, \$4,500.00 on May 31, 2022;
6. If the Tenant does not pay \$4,500.00 at the end of May 2022, the Landlord will be granted an Order of Possession for a tenancy end date of June 2, 2022;
7. The Tenant agrees to pay the Landlord, at least, \$3,000.00 on June 30, 2022;
8. If the Tenant does not pay \$3,000.00 at the end of June 2022, the Landlord will be granted an Order of Possession for a tenancy end date of July 4, 2022;
9. The Tenant agrees to pay the Landlord, at least, \$3,000.00 on July 31, 2022;
10. If the Tenant does not pay \$3,000.00 at the end of July 2022, the Landlord will be granted an Order of Possession for a tenancy end date of August 2, 2022;
11. The Parties agree that when the Tenant is caught up with his rental payments, the Tenant can be excused from the continued payment schedule listed above and must continue to pay rent when it is due under the tenancy agreement pursuant to Section 26 of the Act;
12. The tenancy will end by way of mutual agreement at 1:00 p.m. on August 31, 2022;
13. The Landlord will be granted an Order of Possession for the August 31 tenancy end date;
14. The Parties are ordered to comply with all these settlement terms; and,
15. 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 or the Act. 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.

For the benefit of the Landlord, the Landlord may wish to discuss with an Information Officer at the RTB the options available to them to properly end a tenancy, and if rent is still outstanding, how to apply for a monetary order. An Information Officer can be reached at:

5021 Kingsway
Burnaby, BC
Phone: 250-387-1602
Website: <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies>

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 Orders of Possession to be used, if needed, effective at:

- 1:00 p.m. on April 4, 2022;
- 1:00 p.m. on May 2, 2022;
- 1:00 p.m. on June 2, 2022;
- 1:00 p.m. on July 4, 2022;
- 1:00 p.m. on August 2, 2022;
- 1:00 p.m. on August 31, 2022;

The Order may be filed in and enforced as an Order of the British Columbia Supreme 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: March 31, 2022

Residential Tenancy Branch