



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Dorset Realty Group Canada
Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR, MNR-DR, FFL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on January 04, 2022 (the "Application"). The Landlord applied as follows:

- For an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent dated December 18, 2021 (the "Notice")
- To recover unpaid rent
- To recover the filing fee

The Agent for the Landlord (the "Agent") appeared at the hearing. The Tenant appeared at the hearing. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the "Rules"). The parties provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not submit evidence. I addressed service of the hearing package and Landlord's evidence and the Tenant confirmed receipt of these.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The parties agreed rent is currently \$1,029.21 plus parking which is \$50.00.

During the hearing, I raised the settlement option with the parties pursuant to section 63 of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If one party does not want to discuss settlement, that is fine, I will hear and decide the matter. If the parties discuss settlement and do not come to an agreement, that is fine, I will hear and decide the matter. If the parties do come to an agreement, I write out the agreement in my written decision which becomes a final and legally binding agreement between the parties which the parties cannot change their mind about later.

I answered the parties' questions about the settlement option. The parties discussed settlement and came to an agreement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession and Monetary Order. I confirmed with the parties that all issues had been covered. The parties confirmed they are agreeing to the settlement voluntarily.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Notice is cancelled.
2. The tenancy will end, and the Tenant will vacate the rental unit, no later than 1:00 p.m. on March 31, 2022.
3. The Tenant will pay the Landlord \$2,253.63 by April 24, 2022 for monies owing as well as the \$100.00 filing fee.

I note that all rights and obligations of the parties will continue until the tenancy ends at 1:00 p.m. on March 31, 2022. Further, this agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is issued an Order of Possession for the rental unit which is effective at 1:00 p.m. on March 31, 2022. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

The Landlord is issued a Monetary Order in the amount of \$2,253.63. If the Tenant fails to pay the Landlord in accordance with the settlement agreement set out above, this Order must be served on the Tenant and, if the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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: March 24, 2022

Residential Tenancy Branch