



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR

Introduction

On November 15, 2021, the Landlord applied for a Dispute Resolution proceeding seeking an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”).

The Landlord and Tenant C.B. attended the hearing. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

Service of documents was discussed and confirmed.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession based on the Notice?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on October 22, 2020, that rent was currently established at \$2,500.00 per month, and that it was due on the first day of each month. A security deposit of \$1,250.00 and a pet damage deposit of \$200.00 were also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

Submissions were made with respect to the validity of the Notice. However, the parties turned their minds to a settlement.

Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The Tenants will remain in possession of the rental unit, but they must give up vacant possession of the rental unit by **1:00 PM on June 30, 2022 after service of this Order** on the Tenants. The Landlord will be awarded a conditional Order of Possession for this date.
2. The Tenants' income assistance cheque of \$1,000.00 per month will continued to be paid to the Landlord for the months of April, May, and June 2022.
3. In addition, the Tenants must compensate the Landlord in the amount of **\$9,000.00**, which comprises of the difference in rent owing for the months of April, May, and June 2022 rent. As well, the remaining balance of this amount will satisfy any rental arrears owed prior to this hearing.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these matters.

The Landlord will also be granted a conditional Monetary Order in the total amount owed by the Tenants in the event that the Tenants do not comply with condition three of this settlement. However, if the Tenants do compensate the Landlord for some or all of the amount awarded, the Monetary Order will only be enforceable in the amount that remains in arrears.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Landlord is granted a conditional Order of Possession effective at **1:00 PM on June 30, 2022 after service of this Order** on the Tenants. This Order must be served on the Tenants. If the Tenants fail 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.

Moreover, in recognition of the settlement agreement, I provide the Landlord with a conditional Monetary Order in the amount of **\$9,000.00** to serve and enforce upon the Tenants, if necessary. The Order must be served on the Tenants by the Landlord.

Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. Only the amounts remaining unpaid will be enforceable on the Tenants.

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 31, 2022

Residential Tenancy Branch