



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, OPR, MNRL, FFL, OPC, MNDCL

Introduction

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

- an order of possession for non-payment of rent pursuant to section 55;
- an order of possession for cause pursuant to section 55;
- an order of possession for the landlord's use of the residential property pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$12,402.44 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The parties appeared before me on February 28, 2022 relating to two applications brought by the tenant to cancel various notices to end tenancy. On March 4, 2022, I issued a decision in that proceeding wherein I ordered that the tenant provide the landlord with vacant possession within two days of being served a copy of the attached order of possession by the landlord (the "**Order of Possession**").

The parties were unaware of this decision or the outcome therein at the start of this hearing, as my decision had not yet been sent to them. I advise the parties of the outcome at the outset of the hearing.

Settlement

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The tenant must pay the landlord \$5,000 in installments of \$138.89 on the 15th day of each month starting April 15, 2022 for 36 months (the “**Settlement Repayment Agreement**”).
2. Notwithstanding that the landlord has been issued the Order of Possession, the tenant will provide the landlord with vacant possession of the rental unit at or before 5:00 pm on Saturday March 12, 2022.
3. The landlord may serve the tenant with the Order of Possession via email.
4. If the tenant fails to provide the landlord with vacant possession of the rental unit at or before 5:00 pm on March 12, 2022:
 - a. the landlord may immediately enforce the Order of Possession; and
 - b. the Settlement Repayment Agreement is void and of no effect, and the tenant must immediately pay the landlord \$9,300 in full satisfaction of the amounts claimed by the landlord in this application.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

As I have already issued an order of possession in a prior proceeding, there is no need for me to issue a new order of possession.

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 7, 2022

Residential Tenancy Branch