



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BAYHILL VENTURES INC and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, OPM, MNRL-S, FFL

Introduction

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

- an order of possession for unpaid rent, pursuant to section 55;
- an order of possession based on a mutual agreement to end tenancy, pursuant to section 55;
- a monetary order for unpaid rent of \$4,298.76, pursuant to section 67;
- authorization to retain the tenant's security deposit of \$812.50, pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord's agent and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 17 minutes.

The landlord's agent and the tenant confirmed their names and spelling. They both provided their email addresses for me to send this decision to them after the hearing.

The landlord's agent confirmed that he had permission to represent the landlord company named in this application ("landlord"). He stated that the landlord owns the rental unit and confirmed the rental unit address.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch *Rules of Procedure* (“*Rules*”). The landlord’s agent and the tenant affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed both parties that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Both parties affirmed that they were ready to proceed with this hearing, they did not want me to make a decision, and they wanted to settle this application. Neither party made any adjournment or accommodation requests.

The tenant confirmed receipt of the landlord’s application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord’s application.

The tenant confirmed that she did not provide any documentary or digital evidence for this hearing.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord’s application to correct the rental unit street address. The landlord consented to this amendment during this hearing. The tenant did not object to same. I do not find prejudice to either party in making this amendment.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, 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 at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on April 20, 2022, by which time the tenant and any other occupants will have vacated the rental unit;

2. The landlord agreed that the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated February 2, 2022 ("10 Day Notice"), was cancelled and of no force or effect;
3. Both parties agreed that the tenant's security deposit of \$812.50 will be dealt with at the end of this tenancy in accordance with section 38 of the Act;
4. The landlord agreed that the tenant is not required to pay any unpaid rent to the landlord, for the period from November 1 to April 20, 2022;
 - a. The landlord agreed that it will not initiate any future claims or applications against the tenant, regarding the above unpaid rent;
5. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed at the hearing that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail.

Conclusion

I order both parties to comply with all of the above settlement terms.

The landlord's 10 Day Notice, dated February 2, 2022, is cancelled and of no force or effect.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m. on April 20, 2022, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The tenant's security deposit of \$812.50 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

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: April 07, 2022

Residential Tenancy Branch