



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WENDEB PROPERTIES INC  
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 12, 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 November 08, 2021 (the “Notice”)
- To recover unpaid rent
- To recover the filing fee

This was an adjourned direct request.

The Agent for the Landlord (the “Agent”) appeared at the hearing. The Tenant appeared at the hearing and appeared for Tenant W.C. 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 Tenants did not submit evidence. I addressed service of the hearing package and Landlord’s evidence. The Tenant testified that they received the hearing package. There was an issue about receipt of the Landlord’s evidence which I will not detail here given the parties came to a settlement agreement and therefore I have not considered any evidence submitted, other than the tenancy agreement and Notice.

A written tenancy agreement was submitted, and the parties agreed it is accurate.

During the hearing, I explained the settlement option to 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 they chose not to discuss settlement that was fine, I would hear and decide the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear and decide the matter. If they did come to an agreement, I would write out the agreement in my written decision. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later.

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 confirmed all issues had been covered. The parties confirmed they are agreeing to the settlement voluntarily.

#### Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Notice is cancelled.
2. The Landlord is not seeking rent arrears at this point; however, the Landlord is not waiving their right to collect rent arrears in the future.
3. The Tenants will pay full rent in the amount of \$1,200.00 per month by the first day of each month starting June 01, 2022. If the Tenants fail to pay rent in full by the first day of each month starting June 01, 2022, the tenancy will end, and the Landlord can enforce the Order of Possession issued in this matter. The Order of Possession will be effective four (4) weeks after service on the Tenants.
4. The Landlord withdraws the request to recover the filing fee.

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 effective four (4) weeks after service on the Tenants. If the Tenants fail to pay rent in full by the first day of each month starting June 01, 2022, the Landlord can serve this Order on the Tenants. If the Tenants fail 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.

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: May 16, 2022

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Residential Tenancy Branch