



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPN, FFL

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

- an order of possession based on written notice by a tenant pursuant to section 55; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

Tenant GD attended the hearing and was assisted by her husband AB. The landlord was represented at the hearing by its building manager ("**GM**"). All were given a full opportunity to be heard, to present affirmed testimony, and to make submissions.

This hearing was reconvened from a hearing on May 9, 2022, following which I issued a decision which memorialized a settlement agreement reached at that hearing as follows:

Both parties agreed to the following final and binding settlement of all issues currently under dispute and any future issues relating to rental arrears for March, April, or May 2022:

1. Tenant GD must pay the landlord \$6,300 on or before May 13, 2022 at 4:00 PM (the "**Settlement Payment**").
2. Tenant GD will provide the landlord with vacant possession of the rental unit on or before June 30, 2022 at 1:00 PM.
3. The tenant must pay monthly rent for June, 2022.
4. In the event the tenant fails to make the Settlement Payment by May 14, 2022, the landlord may make a request for a correction of this decision stating that the tenant has failed to make the Settlement Payment. I will then review the request, issue an interim decision, and reconvene this hearing to determine whether or not the Settlement Payment was made. In the event I find that it was not made, I will vacate the above-made order of possession and issue the landlord a new order of possession effective two days from being served on tenant GD by the landlord (the tenant will still be responsible for making the Settlement Payment).

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 between them and any dispute about February, March, or April 2022 arrears.

Pursuant to this agreement, I issued a monetary order for \$6,300 (the “**Settlement Monetary Order**”) and an order of possession effective June 30, 2022 (the “**Settlement Order of Possession**”).

On May 17, 2022, the landlord made a request for correction pursuant to the settlement agreement, stating that the tenant had failed to make the Settlement Payment.

On May 18, 2022, I issued a decision on request for correction convening this hearing.

This decision should be read in conjunction with these prior decisions.

At the hearing, GM testified that the tenant had not made the Settlement Payment by May 13, 2022 or at all. GD confirmed this. She stated that she could not afford to make the Settlement Payment after having had to pay “double rent” due to tenant ES vacating the rental unit.

This is not a valid basis for not making the Settlement Payment. Parties are expected to following through on the obligations they make. GD did not do this. As such, I have no choice but to follow through on the fourth term of the settlement agreement and impose the consequences the parties agreed to.

Accordingly, I cancel the Settlement Order of Possession, and replace it with a new order of possession effective two days after the landlord serves GD with a copy of it in accordance with the Act. The Settlement Monetary Order remains valid.

I remind the parties’ of section 90 of the Act, which states that documents served by posting on the door of a rental unit are deemed served three days after being posted, and documents served by registered mail are deemed served five days after being mailed.

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: May 26, 2022