



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNR FF / CNR

### Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

Landlord:

- an order of possession for unpaid rent and utilities pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Tenant:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

All named parties attended the hearing. During the hearing, the parties expressed an interest and were successful in resolving this dispute by mutual agreement.

### Terms of 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The parties agree that the tenant is in rent arrears for six months beginning with January 2022 and including June 2022. The total rent arrears \$7,716.00. The tenant agrees to pay the landlord the above amount plus the \$100.00 filing fee for a total of \$7,816.00.
2. The tenant agrees to pay to the landlord the above outstanding amount of \$7816.00 in accordance with the following payment plan terms and conditions:
  - i. An arrears payment of \$714.00 to the landlord on June 17, 2022.
  - ii. Beginning on July 1, 2022 the tenant agrees to pay to the landlord a monthly arrears payment of \$714.00 due on the 1<sup>st</sup> of each month plus the \$1286.00 regular monthly rent (subject to annual rent increases).
  - iii. The monthly arrears payments of \$714.00 shall continue until such time that the balance of the \$7,816.00 outstanding amount is paid in full.
3. The landlord is granted a Monetary Order for the full outstanding amount of \$7816.00 and the enforceable portion of this order will be reduced in accordance with any payments made to the landlord. This order is to be enforced for immediate payment only if the tenant does not adhere to the payment schedule as stipulated above.
4. The tenant and landlord agree this tenancy will continue **on condition** that the tenant adheres to the payment schedule as stipulated above. The landlord is granted an **Order of Possession** effective **two days after service of the Order** on the tenant which is to be enforced only if the tenant does not adhere to the payment schedule as stipulated above.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

**This Decision and Settlement Agreement is final and binding on both parties.**

Conclusion

Subject to the conditions described above, I grant an Order of Possession to the landlord effective **two days after service of the Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 67 of the *Act* and subject to the conditions described above, I grant the landlord a Monetary Order in the amount of **\$7816.00**. Should the tenant 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.

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: June 03, 2022

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Residential Tenancy Branch