



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WALDORF MANOR
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes Tenants: **CNR**
Landlord: **OPR-DR, FFL, MNRL**

Introduction

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

1. Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to Sections 46(1) and 62 of the Act.

This hearing also dealt with the Landlord's cross application pursuant to the Act for:

1. An Order of Possession for the 10 Day Notice pursuant to Sections 46, 55 and 62 of the Act;
2. A Monetary Order to recover money for unpaid rent pursuant to Sections 26, 46 and 67 of the Act; and,
3. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord's Agent, and one Tenant attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

Settlement

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 or an order.

The Tenant brought up a proposal to reach a mutual agreement on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The Tenant agreed that starting on August 1, 2022 they will pay the Landlord \$2,000.00 every two weeks until they have repaid their total debt to the Landlord. The second payment date is August 15, 2022, and the third payment date is August 29, 2022.
2. If the Tenants miss one of the above payment dates, the Landlord is granted an Order of Possession for 1:00 p.m. on August 31, 2022;
3. The Parties agreed that the next payment dates are September 12, 2022, September 26, 2022, October 10, 2022 and October 24, 2022 and continue until all rental payments are up to date;
4. The Landlord agreed that if the Tenants stop or miss any payments in September 2022, or October 2022, they will apply for dispute resolution;
5. The Parties are ordered to comply with all these settlement terms; and,
6. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement or the Act. Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement, I grant the Landlord an Order of Possession effective at 1:00 p.m. on August 31, 2022. The Order may be filed in and enforced as an Order of the Supreme Court of British Columbia.

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: July 11, 2022

Residential Tenancy Branch