



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 510 MOODY PARK RENTALS  
LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FFT, OPC, FFL

### Introduction and Preliminary Matters

This hearing dealt with cross-applications filed by the parties. On April 20, 2022, the Tenant made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the "Notice") pursuant to Section 47 of the *Residential Tenancy Act* (the "Act") and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On April 28, 2022, the Landlord made an Application for Dispute Resolution seeking to an Order of Possession based on the Notice pursuant to Section 47 of the *Act* and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing, with A.R. attending as her counsel. D.C. attended the hearing as an agent for the Landlord, with M.D. attending as counsel for the Landlord.

At the outset of the hearing, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the Order of Possession and conditional Monetary Orders that accompany it.

### Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that

the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The One Month Notice to End Tenancy for Cause of April 11, 2022 is cancelled and of no force or effect.
2. The Tenant will maintain possession of the rental unit until **November 2, 2022 at 12:00 PM**.
3. The Tenant must pay to the Landlord the sum of **\$968.00**, on September 1, 2022, for September 2022 rent, and **\$968.00**, on October 1, 2022, for October 2022 rent. No rent shall be paid on November 1, 2022.
4. The Tenant must pay the utilities incurred for September and October 2022.
5. The Landlord must deposit the amount of **\$10,000.00** to M.D.'s trust account by **October 15, 2022**.
6. M.D. must then notify either the Tenant or A.R., by **October 15, 2022, at 4:00 PM**, that these funds have been deposited into his trust account, and provide proof of such.
7. The Tenant must give up vacant possession of the rental unit on **November 2, 2022 at 12:00 PM**. An Order of Possession will be awarded to the Landlord for this date.
8. Provided that the Tenant complies with condition seven of this settlement, the Landlord must then authorize M.D. to pay to the Tenant, or A.R., the \$10,000.00 by **November 3, 2022, at 5:00 PM**. A conditional Monetary Order will be awarded to the Tenant should the Landlord **not** comply with this condition. If the Landlord **does** comply with this condition, this Monetary Order will not be enforceable.
9. Should the Tenant **not** comply with condition seven of this settlement, the \$10,000.00 will **not** be payable to the Tenant.
10. Should the Landlord **not** comply with conditions five, six, or eight of this settlement, an additional conditional Monetary Order will be awarded to the Tenant in the amount of **\$1,000.00**. If the Landlord **does** comply with these conditions, this Monetary Order will not be enforceable.
11. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of these disputes.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes.

### Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, I hereby Order that the One Month Notice to End Tenancy for Cause of April 11, 2022 to be cancelled and of no force or effect.

The Landlord is provided with a formal copy of an Order of Possession effective at **12:00 PM on November 2, 2022 after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises 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 is provided with a conditional Monetary Order in the amount of **\$10,000.00** to serve and enforce upon the Landlord, if the Tenant complies with condition seven and the Landlord does not comply with condition eight of this settlement. The Order must be served on the Landlord by the Tenant. Should the Landlord 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.

Furthermore, the Tenant is provided with a conditional Monetary Order in the amount of **\$1,000.00** to serve and enforce upon the Landlord, if the Landlord does **not** comply with conditions five, six, or eight of this settlement. The Order must be served on the Landlord by the Tenant. Should the Landlord 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: August 20, 2022

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Residential Tenancy Branch