



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FFT
OPR-DR, MNR-DR, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution that was filed by the Tenant (the Tenant's Application) under the Residential Tenancy Act (the Act) on June 8, 2022, seeking:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice); and
- Recovery of the filing fee.

This hearing also dealt with an Application for Dispute Resolution that was filed by the Landlords (the Landlords' Application) under the Act on June 16, 2022, seeking:

- Enforcement of the 10 Day Notice;
- Recovery of unpaid rent; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 11:00 A.M. on October 20, 2022, and was attended by the Tenant T.K., an occupant of the rental unit B.M. (the Occupant), and an agent for the Landlord R.B. (the Agent). All parties provided affirmed testimony. As the parties acknowledged receipt of each other's Notice of Dispute Resolution Proceedings (NODRP's) and documentary evidence, and the parties stated that they have no concerns with regards to dates or methods of service, the hearing therefore proceeded as scheduled and I accepted the documentary evidence before me for consideration.

The parties were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in

limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The Parties were also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

At the request of the parties, copies of the decision and any orders issued in their name will be emailed to them at the email addresses confirmed at the hearing.

Settlement

1. The parties agree that the tenancy may continue until November 30, 2022, at 1:00 P.M., only if the following conditions are met:
 - a. On or before 11:59 P.M. on November 1, 2022, the Tenant pays \$1,900.00 in rent for November 2022 to the Agent (R.B.) in cash or via e-transfer at the email address listed on the cover page of this decision.
2. If the Tenant abides by the above noted term, the Agent agrees that the Tenancy may continue until November 30, 2022, at 1:00 P.M. at which time the Tenant and Occupant agree to vacate the rental unit.
3. The Tenant understands that failure to abide by the payment terms set out under section 1 of this mutual settlement agreement will result in the termination of the tenancy two days after service of the attached Conditional Order of Possession.
4. The parties agree that if the Tenant and all occupants vacate the rental unit prior to November 1, 2022, no rent for November 2022, will be owed.
5. The parties agree that the Tenant currently owes \$9,500.00 in outstanding rent for June 1, 2022 – October 31, 2022, calculated at \$1,900.00 per month, and the Tenant agrees to pay this amount to the Landlord's and/or their Agent R.B.
6. The parties agree that all future correspondence with regards to the tenancy will go through R.B. at the phone number and email listed on the cover page of this decision, as the Landlord M.B. is now deceased and the Landlord S.B. has given the Agent R.B. power of attorney to act on their behalf, as they have advanced dementia.
7. The rights and responsibilities of the parties under the Act, regulation, and tenancy agreement continue until the tenancy is ended in accordance with this agreement.
8. The parties agree to withdraw their Application in full as part of this mutually settled agreement.
9. The Agent agrees that the 10 Day Notice is cancelled.

Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlords two orders of possession as follows:

- An Order of Possession effective at 1:00 P.M. on November 30, 2022; and
- A Conditional Order of Possession effective two days after service on the Tenant.

The Landlords are provided with the Order of Possession effective November 30, 2022, in the above terms, and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord is also provided with the Conditional Order of Possession effective two days after service on the Tenant. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord/Agent **must not** serve or seek to enforce this Order on the Tenant **unless** the Tenant fails to meet the payment conditions set out under section 1 of the mutual settlement agreement. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. If the Tenant complies with section 1 of this agreement, the two day Order of Possession is deemed to be of no force or effect.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord two Monetary Orders as follows:

- A Monetary Order in the amount of \$9,500.00 for rent currently outstanding for June 1, 2022 – October 31, 2022; and
- A Conditional Monetary Order in the amount of \$1,900.00 for November 2022 rent.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlords a Monetary Order in the amount of **\$9,500.00**. The Landlords are provided with this Monetary Order in the above terms and the Tenant must be served with this Order as soon as possible. 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.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlords a Conditional Monetary Order in the amount of **\$1,900.00**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlords **must not** serve or seek to enforce this Order on the Tenant, unless the Tenant or any occupants remain in the rental unit on or after November 1, 2022, **AND** the Tenant fails to pay the rent for November as required under section 1.

The Landlords are provided with this Monetary Order in the above terms and should the Tenant or any occupants remain in the rental unit on or after November 1, 2022, **AND** should the Tenant fails to pay the rent for November as required under section 1, the Tenant must be served with this Order as soon as possible. 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 Act.

Dated: October 20, 2022

Residential Tenancy Branch