



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STERLING MANAGEMENT SERVICES
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR, MNR-DR, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution by Direct Request (the Application) filed by the Landlord under the Residential Tenancy Act (the Act) on July 15, 2022, and adjourned from an *ex parte* proceeding to a participatory hearing on September 6, 2022. In the Application the Landlord sought:

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

The hearing was convened by telephone conference call at 11:00 A.M. on November 8, 2022, and was attended by the Tenant and the agent for the Landlord T.C. (the Agent). All testimony provided was affirmed. As the Tenant acknowledged receipt of the original notice of dispute resolution proceeding (NODRP) and the NODRP for the participatory hearing, and stated that there were no concerns with the dates or methods of service, the hearing therefore proceeded as scheduled.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Orders. During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agreed that the tenancy will end at 1:00 P.M. on November 30, 2022, and the Tenant agrees to vacate the rental unit by that date and time.

2. The parties agree that a move-out condition inspection will occur at 1:00 P.M. on November 30, 2022.
3. The parties agree that the Tenant owes the Landlord \$5,758.00 in outstanding rent for the period up to and including November 30, 2022, and the Tenant agrees to pay the Landlord this amount.
4. The parties understand that their rights and obligations under the Act continue until the tenancy ends in accordance with this agreement.
5. The parties agree that the security deposit and pet damage deposit will be dealt with at the end of the tenancy in accordance with the Act
6. The Landlord withdraws the Application and cancels the 10 Day Notice as part of the settlement agreement.

This settlement agreement was reached in accordance with section 63 of the Act.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above. In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective at 1:00 pm on November 30, 2022. The Landlord is provided with this 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 Supreme Court of British Columbia 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 Landlord a Monetary Order in the amount of **\$5,758.00**, and I order the Tenant to pay this amount to the Landlord. This Order must be served on the Tenant as soon as possible. Should the Tenant fail to comply with this Order, this order may be filed in the Small Claims Court of British Columbia 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: November 8, 2022

Residential Tenancy Branch