



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Starlight Canadian Growth Fund II c/o  
M and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNRL, FFL

### Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding a tenancy. The landlord applied on September 2, 2022 for:

- an order of possession, having served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated July 29, 2022;
- recovery of unpaid rent and/or utilities; and
- the filing fee.

The hearing was attended by the tenant and the landlord's representative, who were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

### 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.

I advised the parties there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I would hear testimony and make a decision based on the evidence before me. The parties were able to turn their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following binding settlement terms:

- 1) The tenant will pay rent of \$2,536.48 on December 1, 2022, in accordance with the tenancy agreement and the Act.
- 2) The tenant will pay the outstanding rent of \$3,000.00 by December 23, 2022.
- 3) If the tenant does not pay rent of \$2,536.48 on December 1, 2022, and pay the outstanding rent of \$3,000.00 by December 23, 2022, the tenant agrees to vacate the rental unit by January 13, 2023.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion, and that this was a full and final resolution of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the landlord's application before me.

In support of the settlement terms, I grant the landlord an order of possession effective at 1:00 p.m. on January 13, 2023, to serve on the tenant if the settlement terms are not met.

### Conclusion

The landlord's application is dismissed.

In support of the parties' agreement, I grant the landlord an order of possession effective at 1:00 p.m. on January 13, 2023.

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: November 29, 2022

---

Residential Tenancy Branch