



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ACE AGENCIES and [tenant  
name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, FFT

### Introduction

This hearing convened as a result of a Tenant's Application for dispute resolution filed on June 30, 2022 wherein the Tenant requested an Order canceling a 10 Day Notice to End Tenancy for Unpaid Rent issued on May 25, 2022 (the "Notice") as well as recovery of the filing fee.

The hearing was scheduled for teleconference at 11:00 a.m. on November 3, 2022. Both parties called into the hearing. The Landlord was represented by their property manager, K.S. The hearing process was explained, and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

### Settlement and Conclusion

During the hearing the parties reached a comprehensive settlement. Pursuant to section 63 of the *Residential Tenancy Act* (the "Act"), I record their agreement in this my Decision and resulting Orders. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. By no later than November 10, 2022, the Tenant shall pay to the Landlord the amount of \$2,000.00. The parties agree this is a conditional settlement of the any amounts owing to the Landlord for rental arrears to the date of the hearing.

2. Provided the Tenant pays the \$2,000.00 as set out above, the Tenants will vacate the rental unit by no later than **1:00 p.m. on November 30, 2022.**
3. In furtherance of this, the Landlord is entitled to an Order of Possession effective **1:00 p.m. on November 30, 2022.** This order may be filed in the Supreme Court and enforced as an order of that Court.
4. Should the Tenant not pay the \$2,000.00 as agreed,
  - a. the Landlord shall be entitled to an Order of Possession effective **1:00 p.m. on November 11, 2022.** This order may be filed in the Supreme Court and enforced as an order of that Court; and,
  - b. the Landlord shall be at liberty to apply for a further Monetary Order, including all rental arrears to the date of the hearing.
5. In any event of the date the Tenant vacates the rental unit, both parties are at liberty to apply for monetary compensation from the other, however, should the Tenant pay the \$2,000.00 as required and the tenancy end on November 30, 2022 as provided for above, the Landlord may not make a claim for rental arrears to the date of the hearing.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 03, 2022

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Residential Tenancy Branch