



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution that was filed by the Landlord (the Application) under the *Residential Tenancy Act* (the Act), on September 20, 2022, seeking:

- An early end to the tenancy pursuant to section 56 of the Act; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlord, three witnesses for the Landlord, the Tenant, and a witness for the Tenant. All parties provided affirmed testimony. As the Tenant acknowledged service of the Notice of Dispute Resolution Proceeding (NODRP), and raised no concerns with regards to service date or method, the hearing therefore proceeded as scheduled

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 favor will be emailed to them at the email addresses confirmed at the hearing.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions 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 agree that the Tenant currently owes \$2,316.00 to the Landlord in outstanding rent and utilities for the period up to and including October 31, 2022.
2. The parties agree that the tenancy may continue until November 15, 2022, at 1:00 P.M., only if the following conditions are met:
 - a. On or before 11:59 P.M. on October 14, 2022, the Tenant pays \$1,158.00 to the Landlord towards the outstanding rent and utility amount listed under term 1.
 - b. On or before 11:59 P.M. on October 31, 2022, the Tenant pays the \$1,158.00 remaining balance of the outstanding rent and utility amount listed under term 1.
 - c. On or before 11:59 P.M. on November 1, 2022, the Tenant pays the Landlord \$500.00 in rent for November 1, 2022 – November 15, 2022.
3. The parties agree that if the Tenant complies with the above noted payment arrangement, the tenancy will continue until 1:00 pm on November 15, 2022, at which time the Tenant agrees to vacate the rental property.
4. The parties agree that if the Tenant vacates the rental unit before November 1, 2022, no rent for November of 2022 will be owed.
5. The parties agree that if the Tenant does not abide by the payment schedule set out under term 2(a) above, the tenancy will end on October 21, 2022, at 1:00 PM.
6. The parties agree that if the Tenant does not abide by the payment schedule set out under term 2(b) above, the tenancy will end on November 7, 2022, at 1:00 PM.
7. The Landlord agrees that other occupants of the property will not be unreasonably loud in the morning or at any other point in time.
8. The Tenant agrees that they will not be unreasonably loud.
9. The Landlord agrees that they and other occupants of the property will respect the Tenant's right to privacy in the space(s) rented to them under the tenancy agreement.

10. The Landlord agrees that no one will remove the Tenant's garbage from the bins.

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 15, 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, the Order may be filed in the BC Supreme 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 Landlord a conditional Order of Possession, effective at **1:00 PM on October 21, 2022**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment schedule set out under term 2(a) of the mutual settlement agreement. The Landlord is provided with **this Order** in the above terms and if the Tenant fails to abide by term 2(a) of the settlement agreement, the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, the Order may be filed in the BC Supreme 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 Landlord a conditional Order of Possession, effective at **1:00 PM on November 7, 2022**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** seek to serve or enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment schedule set out under term 2(b) of the mutual settlement agreement. The Landlord is provided with **this Order** in the above terms and if the Tenant fails to abide by term 2(b) of the settlement agreement, the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, the Order may be filed in the BC Supreme 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 Landlord a Monetary Order in the amount of **\$2,316.00**. This Order **must** be

read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenant, unless the Tenant fails to meet the payment schedule set out in terms 2(a) and 2(b) the mutual settlement agreement. 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 Landlord a conditional Monetary Order in the amount of **\$500.00**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenant, unless the Tenant remains in the rental unit on or after November 1, 2022, and the Tenant fails to meet the payment schedule set out in term 2(c) of the mutual settlement agreement. The Landlord is provided with this Monetary Order in the above terms and should the Tenant fail to meet the conditions of the payment schedule set out in term 2(c), 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 *Residential Tenancy Act*.

Dated: October 07, 2022

Residential Tenancy Branch