



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67; and
- authorization to recover the \$100.00 filing fee paid for his application, pursuant to section 72.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- cancellation of the landlord's Ten Day Note to End tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46.

The landlord, the landlord's agent, and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 27 minutes.

This hearing began at 9:30 a.m. The landlord unexpectedly disconnected from the hearing from 9:39 a.m. to 9:42 a.m. This hearing ended at 9:57 a.m.

The landlord intended to call a witness, regarding service of documents, who was excluded from the outset of this hearing. The landlord did not recall his witness and the witness did not testify at this hearing.

All hearing participants provided their names and spelling. The landlord's agent and the tenant both provided their email addresses for me to send this decision to both parties after the hearing.

The landlord confirmed that his agent had permission to speak on his behalf. He identified his agent as the primary speaker for the landlord at this hearing. He agreed that this decision could be sent to his agent's email address after this hearing.

The landlord's agent stated that he is related to the landlord. He confirmed that the landlord owns the rental unit.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recordings of any RTB hearings by any participants. All hearing participants separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Both parties stated that they were ready to proceed with this hearing, they did not want me to make a decision, and they wanted to voluntarily settle both applications. Neither party made any adjournment or accommodation requests.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that both parties were duly served with the other party's application.

During this hearing, the tenant provided her email address and phone number to the landlord's agent. The landlord's agent provided his personal cellular phone number to the tenant. The landlord's agent and the tenant agreed that they could contact each other to discuss issues related to this tenancy.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant agreed to pay the landlord \$1,700.00 by November 4, 2022, which the landlord agreed to accept for rent from November 1 to 30, 2022;

2. Both parties agreed that this tenancy will end by 1:00 p.m. on November 30, 2022, by which time the tenant and any other occupants will have vacated the rental unit, in the event that the tenant abides by condition 1 of the above settlement;
3. Both parties agreed that this tenancy will end pursuant to a seven (7) day Order of Possession, if the tenant does not abide by condition 1 of the above settlement;
4. The landlord agreed that all of his notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
5. The landlord agreed to bear the cost of the \$100.00 filing fee paid for his application;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both applications;
7. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his monetary claim for all unpaid rent during this tenancy and agreed that he will not initiate any future claims or applications against the tenant, with respect to this issue.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 27-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them. Both parties were given ample time to think about, review, discuss and negotiate the terms of this settlement during this hearing.

Conclusion

I order both parties to comply with all of the above settlement terms.

All of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect.

The landlord must bear the cost of the \$100.00 filing fee paid for his application.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached seven (7) day Order of Possession to be used by the landlord **only** if the tenant does not abide by condition 1 of the above settlement. The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible after she does not comply with the above agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant abides by conditions 1 of the above settlement, this tenancy continues only until 1:00 p.m. on November 30, 2022.

In order to implement the above settlement reached between the parties and as discussed with them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,700.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$1,700.00 as per condition 1 of the above agreement. The tenant must be served with a copy of this Order. 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: November 01, 2022

Residential Tenancy Branch