



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OP MNRL FFL**

Introduction

This hearing was convened as a result of the Landlord's application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") for:

- an Order of Possession for non-payment of rent pursuant to sections 46 and 55;
- a monetary order for unpaid rent and/or utilities pursuant to section 55; and
- authorization to recover the filing fee for the Application from the Tenant pursuant to section 72.

The Landlord's agent ("LM") and one of the Tenants ("SG") attended this hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure* ("RoP"). The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

SG stated the Tenants did not serve any evidence on the Landlord for this proceeding.

Settlement Agreement

Pursuant to section 63 of the Act, an 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. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to withdraw the Application and to cancel the 10 Day Notice to End Tenancy for Unpaid Rent and/or Utilities dated June 7, 2022;
2. SG agrees to pay the rent in full on the 1st of each month in accordance with the provisions of the tenancy agreement between the Landlord and Tenants;
3. In addition to paying the monthly rent provided for in paragraph 3 hereof, SG agrees to pay the Landlord for rental arrears of \$1,840.48 and the \$100.00 filing fee of the Application, totaling \$1,940.48 as follows:
 - (a) \$970.24 by December 20, 2022; and
 - (b) \$970.24 by January 20, 2023.
4. If SG does not make any of the rental payments required by the provisions of section 2 when due or do not make either of the two payments required by paragraph 3 when due, then the Landlord may serve the Tenants with a 10 Day Notice to End Tenancy for Unpaid Rent for the rental arrears owing at the time of the default in payment.

These particulars comprise the full and final settlement of all aspects of the Landlord's dispute against the Tenant. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Application.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

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 23, 2022

Residential Tenancy Branch