



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR, FFT**

Introduction

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

1. Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to Sections 46(1) and 62 of the Act; and,
2. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord, his Support, and the Tenant attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

At the outset of the hearing, the Landlord testified that the Tenant vacated the rental unit on September 4, 2022.

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.

The parties reached a mutual agreement to settle this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The Parties agree that the Tenant owes the Landlord \$2,400.00 for unpaid rent for the month of August 2022;
2. The Director does not have the authority to order payment schedules, this can only be ordered by the Small Claims Court; however, the Parties agree that the Tenant will pay the Landlord \$100.00 per month on the first day of each month beginning on January 1, 2023. Monthly payments of \$100.00 will continue for 24 months or until the debt is completely paid off;
3. To implement the settlement reached between the parties, and as discussed with them in the hearing, I issue a Monetary Order in the amount of \$2,400.00 in the Landlord's favour;
4. The Parties are ordered to comply with all these settlement terms; and,
5. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

Both Parties are encouraged to keep accurate records of all payments made towards the unpaid rent debt. Should the Tenant default in the payment schedule agreed to by the Parties, the Landlord may file the Monetary Order at the Small Claims Court for enforcement. Either party can apply for a payment schedule to be set by the Court for the remaining balance.

Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

Conclusion

The tenancy ended pursuant to Section 44(1)(f) of the Act on September 4, 2022, and I cancel the Landlord's 10 Day Notice.

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above.

To give effect to this agreement, I grant the Landlord a Monetary Order in the amount of \$2,400.00. Should the Tenant default in the payment schedule agreed to, the Landlord may file the Monetary Order in the Small Claims Division of the Provincial Court of British Columbia and apply for a payment schedule set by that Court.

As this matter was settled, I do not grant the Tenant recovery of the application filing fee.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: December 29, 2022

Residential Tenancy Branch