



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BELMONT PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, CNR, FFT

Introduction and Preliminary Matters

This hearing dealt with cross applications filed by the Tenant. On August 4, 2022, the Tenant applied for a Dispute Resolution proceeding seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”).

On November 14, 2022, the Tenant applied for a Dispute Resolution proceeding seeking to cancel a second 10 Day Notice to End Tenancy for Unpaid Rent pursuant to Section 46 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing, and R.A. and D.C. attended the hearing as agents for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of the Notice of Hearing packages and documentary evidence was discussed; however, after substantial submissions were made by the parties regarding the notices, they turned their minds to reaching a full and final settlement agreement. The parties

were able to reach an agreement and I have recorded the terms of agreement by way of this Decision, the Order of Possession, and the Monetary Order that accompanies it.

Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenant will maintain possession of the rental unit until **January 31, 2023, at 1:00 PM.**
2. The Tenant must give up vacant possession of the rental unit on **January 31, 2023, at 1:00 PM.** An Order of Possession will be awarded to the Landlord for this date.
3. The 10 Day Notice to End Tenancy for Unpaid Rent dated July 29, 2022, is cancelled and of no force or effect.
4. The 10 Day Notice to End Tenancy for Unpaid Rent dated November 7, 2022, is cancelled and of no force or effect.
5. A Monetary Order will be issued to the Landlord in the amount of **\$9,310.00**, which represents the total rental arrears that the Tenant owes up until January 31, 2023.
6. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of the dispute over the notices.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final

settlement of these disputes.

Conclusion

The parties reached a full and final settlement agreement in resolution of these disputes. I have recorded the terms of settlement in this Decision, and in recognition of the settlement agreement, the Landlord is provided with a formal copy of an Order of Possession effective at **1:00 PM on January 31, 2023, after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In addition, the Landlord is also provided with a Monetary Order in the amount of **\$9,310.00** to serve and enforce upon the Tenant, if necessary. The Order must be served on the Tenant by the Landlord. 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. Should the Tenant pay the Landlord some monies, this Order will only be enforceable in the amount that remains outstanding.

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: January 6, 2023

Residential Tenancy Branch