



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenant's application, filed on November 5, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated October 30, 2022, and effective November 12, 2022 ("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 33 minutes from 9:30 a.m. to 10:03 a.m.

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

The landlord confirmed that her agent had permission to speak on her behalf at this hearing. She identified him as the primary speaker for the landlord.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, 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. Neither party made any adjournment or accommodation requests. Both parties

confirmed that they were ready to proceed with this hearing and they wanted to settle this application.

The landlord's agent confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant's application.

The tenant stated that he did not receive any evidence from the landlord. The landlord's agent said that evidence was served to the tenant. The tenant confirmed that he was already in possession of the parties' written tenancy agreement and the previous RTB hearing decision, which was submitted as evidence by the landlord, for this hearing. In any event, I was not required to consider the landlord's evidence because I did not make a decision on the merits of this application, since both parties settled it.

The tenant confirmed receipt of the landlord's 10 Day Notice. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord's 10 Day Notice.

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 their dispute:

1. The tenant agreed to pay full rent to the landlord, by the first day of each month, beginning on April 1, 2023, and for the remainder of this tenancy;
 - a. Both parties agreed that the current full monthly rent amount is \$2,575.00, unless and until it is legally changed in accordance with the *Act*;
2. The tenant agreed to pay \$20,600.00 total to the landlord, which both parties agreed is unpaid rent from August 1, 2022 to March 31, 2023, according to the following terms:
 - a. The tenant will pay \$2,575.00 to the landlord, by the first day of each month, beginning on June 1, 2023, until the debt is paid off;
3. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by conditions 1 AND 2

above. In that event, the landlord's 10 Day Notice, dated October 30, 2022, and effective November 12, 2022, is cancelled and of no force or effect;

4. Both parties agreed that this tenancy will end pursuant to a five (5) day Order of Possession, which expires on March 17, 2024, if the tenant does not abide by conditions 1 OR 2 above;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application.

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

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 33-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties were given ample time during this hearing to think about, discuss, negotiate, and decide whether to settle this application.

Conclusion

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

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached five (5) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions 1 OR 2 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on March 17, 2024**, and it cannot be served upon the tenant after **March 17, 2024**. 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 and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant abides by conditions 1 AND 2 of the above settlement, I find that the landlord's 10 Day Notice, dated October 30, 2022, and effective November 12, 2022, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$20,600.00, the current amount of rent owing for this tenancy. 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 \$20,600.00 as per condition 2 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: March 17, 2023

Residential Tenancy Branch