



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

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

DECISION

Dispute Codes: Landlord: OPR, OPC, MNRL-S, FFL
Tenant: CNC, FFT

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- an Order of Possession for cause, pursuant to section 55;
- an Order of Possession for non-payment of rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant requested:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Analysis

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. 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 applications as set out below:

1. Both parties entered into a mutual agreement that this tenancy will end on June 30, 2023 at 1 p.m., by which date the tenant(s) and any other occupants will have vacated the rental unit.
2. The tenant agreed that the landlord may retain the tenant's security deposit of \$425.00 in partial satisfaction of the outstanding rent owed to the landlord.
3. The tenant agreed to pay the remaining outstanding rent accrued up to June 30, 2023, to the landlord, by way of electronic transfer, in minimum monthly instalments of \$300.00 on or about the fifteenth day of each month, until the remaining outstanding rent of \$1,710.00 is paid in full. The tenant agreed that any outstanding rent must be paid in full, on or before December 15, 2023.

Both parties testified at the hearing that they understood and agreed to the above 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 their disputes.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on June 30, 2023. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. 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.

I also issue a Monetary Order in the landlord's favour in the amount of \$1,710.00. The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible in the event that the tenant does not abide by condition #3 of the above agreement. 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: June 21, 2023