

## **DECISION**

### **Introduction**

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This hearing dealt with the landlord's application for dispute resolution, filed on February 8, 2023, under the *Residential Tenancy Act* ("") for:

- a monetary order for unpaid rent of \$6,000.00, under section 67 of the *Act*; and
- authorization to recover the \$100.00 filing fee paid for this application, under section 72 of the *Act*.

The landlord and the tenant attended this 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 1:30 p.m. to 2:03 p.m.

Both parties confirmed their names and spelling. Both parties provided their email addresses for me to send copies of this decision to them.

The landlord stated that she owns the rental unit. She provided the rental unit address.

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, both parties separately affirmed 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, which I answered. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing.

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

The tenant initially claimed that he did not know what he was doing at this hearing. He said that he received an RTB email with the phone number and access code to call into this hearing. He stated that he did not know this rental unit and the landlord was not his landlord. The landlord provided her name and the rental unit address and confirmed that the tenant moved out in February 2023. The tenant then claimed that he was a previous tenant of the landlord, and he occupied the rental unit until February 2023. I provided the tenant with ample and additional time during this hearing to think about whether he wanted to proceed with this hearing, which he confirmed he did.

The tenant initially stated that he did not receive the landlord's application. The landlord confirmed that she served her application to the tenant on February 24, 2023, by way of email, to the same email address provide by the tenant at this hearing. I provided the tenant with ample and additional time to check his email, after which he confirmed he found the landlord's application, and he reviewed the landlord's entire application, including all of the evidence and attachments during this hearing.

### Settlement Terms

Pursuant to section 63 of the *Act*, 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 this 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 all issues currently under dispute at this time:

1. The tenant agreed to pay the landlord \$6,000.00 total, which includes unpaid rent for the period from December 1, 2022 to February 28, 2023, according to the following terms:
  - a. Payments will be at least \$1,000.00 per month;
  - b. Payments will be made by the 20<sup>th</sup> day of each month;
  - c. Payments will begin on November 20, 2023, and end on April 20, 2024, after a total period of 6 months;
  - d. Payments will be made by way of e-transfer to the landlord's email address, which was verbally confirmed by both parties during this hearing;
2. The tenant agreed to pay the landlord \$100.00 total, for the filing fee paid for this application, by November 20, 2023, by way of e-transfer to the landlord's email address, which was verbally confirmed by both parties during this hearing;
3. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her entire application.

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

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

### Conclusion

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

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary order in the landlord's favour in the amount of \$6,100.00. 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 \$6,100.00 as per conditions #1 and #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 *Act*.

Dated: November 6, 2023

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Residential Tenancy Branch