



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPM, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession and to recover the cost of the filing fee.

Both parties appeared. During the hearing the parties agreed to settle these matters, on the following conditions:

1. The tenancy legally ended on June 30, 2020, this was a mutual agreement based on the end of the tenant's employment;
2. The landlord is entitled to an order of possession effective two days after service on the tenant;
3. The landlord agreed not to enforce the above order until September 15, 2020, based on the following agreement;
 - i. The tenant agreed they will pay to the landlord occupancy rent totalling \$1,800.00 for July 2020 and August 2020, no later than August 7, 2020, by cash or bank draft. The landlord is entitled to a monetary order in this amount and any money received will be deducted from this order.
 - ii. The tenant will pay occupancy rent on September 1, 2020, in the amount of \$450.00 for the time period of September 1 to 15th. This amount has not been included in the monetary order as the tenant could vacate earlier.
 - iii. The tenant must vacate no later than September 15, 2020.
4. The tenant agreed to deactivate the gmail account they created while employed by the landlord as it uses the corporate name in part no later than August 15, 2020. The gmail address is listed under the tenant's name in the landlord's application.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Although at the hearing it was discussed that two different order of possessions be issued, the first order of possession would be based on two days notice and the second order with the date of September 15, 2020. However, I find that one order of possession based on two-day service is sufficient and can be enforced if any of the above terms are not complied with by the tenant.

In this case, the order of possession was not given because of unpaid rent. The only rent that was affected during covid-19 state of emergency was July 2020. However, the tenant had received from the landlord the sums of \$3,650.00 on March 5, 2020 and \$53,802.53 on April 24, 2020. I find the tenant had the ability to pay the rent but chose not to pay.

While I accept the Residential Tenancy Act Regulation Appendix 1, has implement a repayment scheduled on the affected rent (July 2020), which came into effect on July 30, 2020 and a copy of the Regulation was received by myself after this matter commenced. I find I must address this issue in my decision.

In this case, I find the payment scheduled does not apply to the enforcement of the order of possession. Should a dispute arise regarding the agreed upon payment schedule the landlord is the entitled to enforce the order possession upon 2 days notice to the tenant, as the above payment agreement was given for the sole benefit of the tenant to be allowed to stay until September 15, 2020; this was the date the tenant requested and this settlement agreement would never had been made without the tenant agreeing to pay the rent as they were suppose to have vacated the premise on June 30, 2020. Further, the tenant has received a large sum of money from the landlord which more than covers the rent.

Conclusion

As a result of the above settlement, the landlord is granted an order of possession and a monetary order, should the tenant fail to comply with the settlement agreement.

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: July 30, 2020

Residential Tenancy Branch