Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   OPR MNR OPL-4M FF

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution. A participatory hearing was held on December 17, 2020. The landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "*Act*"):

- an order of possession for unpaid rent or utilities;
- an order of possession based off a 4-Month Notice to End Tenancy; and,
- a monetary order for unpaid rent or utilities.

The Landlord attended the hearing and provided testimony. The Tenant also attended the hearing as provided testimony.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Settlement Agreement

During the hearing, the Landlord agreed to withdraw his application in pursuit of the following settlement agreement. The Tenant consented to this, as laid out below.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision and an order:

- The Landlord will forgive all unpaid rent as of the time of this hearing ($3,300.00)
- The Tenant agrees the Landlord can retain the $500.00 security deposit, in full.
- The Tenant will pay the Landlord $1,100.00 in rent for January 2021, by January 8, 2021.
    - If the Tenant fails to honour the above payment arrangements, then the Landlord is entitled to enforce the monetary order issued in this hearing.
- Regardless of the above payment arrangement, the tenancy will formally end on January 31, 2021.
    - An order of possession will be issued to the Landlord for this date.
- All Notices to End Tenancy issued thus far are of no force or effect, and the parties agree to end the tenancy by way of this settlement agreement.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. Parties are encouraged to try to work together on any remaining issues.

In support of the above agreement, I will issue an order of possession to reflect the end of the tenancy, January 31, 2021.

I will also issue a conditional monetary order, whereby the Landlord can serve and enforce the order if the Tenant fails to meet the payment arrangements listed above.

Conclusion

In support of the agreement described above, the Landlord is granted an order of possession effective **January 31, 2021,** at 1:00 p.m. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **$1,100.00**. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This Order **must** be read in conjunction with the above mutual settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment plan.

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: December 17, 2020

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Residential Tenancy Branch