



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR-MT / OPR-DR-PP, OPRM-DR, FFL

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “Act”). The landlord’s for:

- an order of possession for non-payment of rent pursuant to section 55;
- a monetary order for unpaid rent in the amount of \$9843.32 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

And the tenants’ for:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to section 46; and
- more time to make an application to cancel the Notice pursuant to section 66.

Tenant TT attended the hearing. The landlord was represented at the hearing by its property manager (“ES”). Both were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Preliminary Issue – Identity of Parties

At the outset of the hearing TT advised me that tenant JT was his three-year-old child and is not a named tenant on the tenancy agreement. ES agreed that JT should not be a party to this application. With the consent of ES and TT, I order that the application be amended to remove JT as a party.

Settlement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, 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:

1. The tenant consents to my issuing an order of possession effective February 1, 2021 at 1:00 pm.
2. The tenant will pay the landlord \$4,500.00 by February 1, 2021.
3. The tenant will pay the landlord \$5,280.40 by May 1, 2021.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute.

ES indicated that she may allow TT to remain in the rental unit past February 1, 2021 if he made the first payment of \$4,500 by February 1, 2021. However, I advised the parties that I am not empowered to issue conditional orders of possession or give effect to such an arrangement. The parties acknowledged and accepted this and confirmed that I may issue an unconditional order of possession on February 1, 2021.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of these applications.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached monetary order ordering the tenant to pay the landlord \$4,500.00 by February 1, 2021 and a further \$5,280.40 by May 1, 2021.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord by 1:00 pm on February 1, 2021.

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: January 7, 2021

Residential Tenancy Branch