



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, ERP, CNR, PSF

### Introduction

This hearing was convened as the result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"), seeking an order requiring the landlord to make emergency repairs and repairs, an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") and an order requiring the landlord to provide services or facilities required by law.

The parties appeared and each representative orally submitted their respective positions in support of and in defense of the Notice. The parties also referred to their documentary evidence.

Thereafter a mediated discussion ensued and the parties agreed to resolve their differences.

### Issue(s) to be Decided

Will the tenant agree to vacate and will the landlord be issued an order of possession?

Can the parties reach a mutual agreement to resolve this dispute?

### Settled Agreement

The tenant and the landlord agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The tenant agrees to vacate the rental unit by 1:00 p.m. on September 1, 2013;
2. The landlord agrees that the tenancy will continue until September 1, 2013, at 1:00 p.m.;

3. The tenant understands the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenant fails to vacate the rental unit by 1:00 p.m., September 1, 2013, the landlord may serve the order of possession on the tenant and obtain a writ of possession;
4. The tenant agrees to pay the amount of \$2322, which the parties agree is the amount of unpaid rent for May, June and July 2013 within two days of the hearing;
5. The parties acknowledge that the rent for June has been reduced to \$642 to take into account the landlord's agreement to the bill of the tenant for \$938 for services around the rental unit;
6. The landlord agrees to the tenant's request that he not pay rent for the month of August, in return for the tenant's agreement to forfeit his security deposit and pet damage deposit of \$780 each;
7. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the tenant's application and that no finding is made on the merits of the said application for dispute resolution or the landlord's Notice.

### Conclusion

The tenant and the landlord have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenant fails to vacate the rental unit by September 1, 2013, at 1:00 p.m.

The order of possession is enclosed with the landlord's Decision. This order is a legally binding, final order, and may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court should it become necessary.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

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* and is being mailed to both the applicant and the respondent.

Dated: July 18, 2013

---

Residential Tenancy Branch

