



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR RR FF

### Introduction

This hearing dealt with an Application for Dispute Resolution filed on November 12, 2013 by the Tenant to cancel a Notice to end tenancy issued for unpaid rent; for reduced rent for repairs, services, or facilities agreed upon but not provided; and to recover the cost of the filing fee from the Landlord for this application.

The parties appeared at the teleconference hearing and gave affirmed testimony.

### Issue(s) to be Decided

Have the parties agreed to settle these matters?

### Background and Evidence

The parties agreed they entered into a written fixed term tenancy agreement that began on August 15, 2013, and is set to end after one year. Rent is payable on the first of each month in the amount of \$1,600.00 and on August 15, 2013, the Tenant paid \$800.00 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters.

### Analysis

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.

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 on the following terms:

- 1) The Tenant withdraws her application for Dispute Resolution in full;
- 2) The Tenant will pay the Landlord \$1,720.00 which consists of \$1,600.00 for January 2014 rent plus \$120.00 as full compensation for all previous outstanding rent;
- 3) The Landlord will pick up the \$1,720.00 at 7:00 p.m. on January 6, 2014 at the rental unit and will provide the Tenant with a receipt;
- 4) The Tenant will own the large Duraflame Power space heater;
- 5) The Landlord will own the remaining three space heaters that were recently purchased by the Tenant and for which the costs were deducted from her previous rent; and
- 6) If the Tenant fails to provide the Landlord the \$1,720.00 when he attends the unit January 6, 2014 at 7:00 p.m. the Landlord will be at liberty to serve the Tenant the enclosed Order of Possession.

For clarity, if the Landlord attends the rental unit on January 6, 2014, and the Tenant provides him with the agreed upon amount of \$1,720.00, the Order of Possession issued January 6, 2014, will be of no force or effect.

#### Conclusion

The Landlord has been issued an Order of Possession effective **two days** upon service to the Tenant. In the event the Tenant does not abide by the above settlement agreement the Landlord is at liberty to serve the Order of Possession. If the Tenant does abide by the above settlement agreement the Order of Possession becomes Void and is of no force or effect.

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 06, 2014

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Residential Tenancy Branch

