



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT REACHED BETWEEN BOTH PARTIES

Dispute Codes

For the tenant – CNC, CNR, ERP, PSF, LRG

For the landlord – OPR, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The tenant applied to cancel a One Month Notice to End Tenancy for cause and a 10 Day Notice to End Tenancy for unpaid rent; for an Order for the landlord to make emergency repairs for health or safety reasons; for an Order for the landlord to provide services or facilities required by law; and to suspend or set conditions on the landlord's right to enter the rental unit. The landlord applied for an Order of Possession for unpaid rent or utilities; for a Monetary Order for unpaid rent or utilities; for an Order permitting the landlord to keep all or part of the tenant's security deposit; and to recover the filing fee from the tenant for the cost of this application.

Through the course of the hearing the landlord and tenant came to an agreement in settlement of each of their respective claims.

The parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The tenant agreed to inform the Ministry that the tenancy is continuing and pay the outstanding rent of \$4,750.00 to the landlord by January 15, 2015;

- The landlord agreed the tenancy can continue if the tenant pays the outstanding rent by January 15, 2015;
- The tenant agreed to speak to the Ministry who pay her rent and ask them to send rent directly to the landlord each month;
- The parties agreed that the 10 Day Notice and the One Month Notice will be withdrawn. If the rent is not paid by January 15, 2015 the landlord is at liberty to serve the tenant with a new 10 Day Notice to End Tenancy for unpaid rent;
- The landlord agreed he will investigate any issues with the tenant's heating and make any repairs required to ensure the tenant has adequate heat.
- The tenant agreed to allow the landlord or a contractor engaged by the landlord to access the unit, upon notification by telephone, and that the landlord is not required to provide 24 hours written notice of entry for investigation of or repairs to the heating. Any other entry by the landlord will require 24 hours written notice as determined under s.29 of the *Act*;
- The landlord agreed the tenant may access the basement suite to use the shower only;
- Both parties agreed to withdraw their claims in their entirety

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of each of the party's respective applications.

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 19, 2014

Residential Tenancy Branch

