



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL PACIFIC REALTY (KINGSWAY)  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF, CNR, MNDC, ERP, RR

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

This hearing also dealt with the tenant's application pursuant to the Act for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

The tenant and the landlord's agent appeared. The tenant was assisted by her agent and interpreter in the course of this hearing.

In the course of the hearing the landlord and the tenant were able to negotiate a settlement. The landlord and tenant agreed to a series of conditions.

### Analysis

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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to withdraw its application.
2. The tenant agreed to withdraw her application.
3. The landlord agreed to pay the tenant \$2,000.00 as compensation.
4. The landlord agreed that no rent will be payable for the tenant's use of the rental unit for the month of January 2015.
5. The tenant agreed to vacate the unit on or before one o'clock in the afternoon on 31 January 2015.
6. The landlord and tenant agreed that the security deposit would be returned in accordance with the Act.

The parties both stated that they understood these terms and agreed that these particulars comprise the full and final settlement of all aspects of the landlord's application for both parties.

### Conclusion

The landlord's application is withdrawn. The tenant's application is withdrawn.

In order to implement the above settlement reached between the parties, I issue a monetary order in the tenant's favour in the amount of \$2,000.00 and an order of possession, in the landlord's favour, dated on or before one o'clock in the afternoon on 31 January 2015.

The monetary order is to be used if the landlord does not pay \$2,000.00 to the tenant in accordance with their agreement. I deliver this order to the tenant in support of the above agreement for use **only** in the event that there is a failure by the landlord to abide by the terms of the above settlement. The tenant is provided with these orders in the

above terms and the landlord(s) must be served with a copy of this order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord(s) fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: December 17, 2014

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Residential Tenancy Branch

