



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was convened as a result of the tenants' successful application for review consideration of a Decision dated September 25, 2015, in which the tenants' application for dispute resolution was dismissed, resulting in an order of possession for the rental unit being granted to the landlord.

The tenants applied for a review of that Decision based upon their contention that they were unable to attend the original hearing due to circumstances beyond their control.

The tenants were granted a review of the hearing in a Review Consideration Decision by another Arbitrator dated October 8, 2015, and the Decision and Order of September 25, 2015, were suspended pending the review of the hearing which was granted.

At this hearing, the listed tenant and the landlord's agent (hereafter "landlord") attended, the parties entered into a mediated discussion, agreed to resolve their differences and that I would record their settled agreement, as follows:

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 May 31, 2016;
2. The tenant agrees that the tenants owe the landlord a sum of \$1950.00 as of the date of the hearing;
3. The landlord agrees that the future monthly rent payments of the tenants will be paid immediately after the 3rd Wednesday of each month due to the timing of the receipt of the tenant's disability income;

4. The tenant agrees that he will send the landlord an email immediately following the 3rd Wednesday of the month to inform the landlord to deposit the pre-paid rent cheques;
5. The tenant agrees that the sum of \$1950.00 owing to the landlord will be paid in full by the end of the tenancy on May 31, 2015;
6. The tenant agrees to begin making monthly payments on the \$1950.00 owing to the landlord, by February 2016;
7. The tenant agrees that the minimum monthly payment which can be made is \$487.50, which is an equal monthly payment for the remaining four months of the tenancy beginning in February 2016;
8. The tenant understands the landlord is being 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., May 31, 2016, the landlord may serve the order of possession on the tenant and obtain a writ of possession;
9. The tenant further agrees that if he fails to make timely monthly rent payments as agreed and scheduled above, the landlord may seek immediate enforcement of their order of possession for the rental unit;
10. The tenant further agrees that if he fails to make timely monthly payments on the sum owing to the landlord, or \$1950.00, in an amount not less than \$487.50 as agreed and scheduled above, the landlord may seek immediate enforcement of their order of possession for the rental unit
11. The landlord agrees to not serve the order of possession on the tenants unless the tenants fail to vacate the rental unit 1:00 p.m. on May 31, 2015, or unless the tenants fail to make their timely monthly rent payments as agreed above, or unless the tenants fail make the timely monthly on the sums owing to the landlord; and
12. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the tenants' application and that no finding is made on the merits of the said application for dispute resolution.

Conclusion

The tenant and the landlord have reached a settled agreement as outlined.

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.

As the parties have entered into a settled agreement on the tenants' original application for dispute resolution, I set aside the Decision and order of possession of the original Arbitrator dismissing the tenants' application. The Decision and order of possession dated September 25, 2015 are now of no force or effect.

This decision recording the parties' settled agreement 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 18, 2015

Residential Tenancy Branch

