



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC KINSMEN HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

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; and
- a monetary order for unpaid rent pursuant to section 67.

Both tenants and the landlord's agents appeared. The tenants did not raise any issues with service.

In the course of the hearing the parties were able to reach an agreement as to terms under which the tenancy would end.

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 tenants agree to pay rent arrears to the landlord in the amount of \$2,295.00 on or before 1200 on 13 June 2016.
2. If the tenants meet condition 1 of this agreement, the tenants agree to vacate the rental unit on or before one o'clock in the afternoon on 30 June 2016.

3. If the tenants do not meet condition 1 of this agreement, the tenants agree to vacate the rental unit within two days of service of the order of possession.
4. The landlord agrees to only use the orders of possession in accordance with the terms of this agreement.

The agent LG confirmed she had authority to bind the landlord to this agreement. Each party stated that he or she understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

The landlord was cautioned that failure to use the orders of possession in accordance with this agreement may result in the tenants having a claim for compensation against the landlord.

Conclusion

As a result of this agreement, the landlord's 10 Day Notice is of no force and effect.

The monetary order is to be used if the tenant(s) do(es) not pay \$2,295.00 to the landlord in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant(s) with this order so that it may enforce it in the event that the tenant(s) do(es) not pay the outstanding rent as set out in their agreement. Should the tenant(s) fail to comply with these orders, these orders may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

The attached orders of possession is to be used by the landlord if the tenant(s) do(es) not vacate the rental premises in accordance with their agreement. Should the tenant(s) 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: June 10, 2016

Residential Tenancy Branch