



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ACROSS THE RIVERS HOLDINGS LTD.  
and [tenant name suppressed to protect privacy]

## **AGREEMENT REACHED BETWEEN BOTH PARTIES**

### Dispute Codes

For the tenant – CNR, MNR, ERP, RR, FF

For the landlord – OPR, MNR

### Introduction

This matter dealt with an application by both parties for dispute resolution. The landlord applied for an Order of Possession for unpaid rent; for a Monetary Order to recover unpaid rent. The tenant applied to cancel a Notice to End Tenancy for unpaid rent; for a Monetary Order for the cost of emergency repairs, for an Order for the landlord to make emergency repairs, for an Order for the landlord to make repairs and to recover the filing fee from the landlord for the cost of this proceeding.

Through the course of the hearing the landlord's and the tenant came to an agreement in settlement of their respective applications.

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 vacate the rental unit on Monday September 19, 2016 at 10.00 p.m.;

- The tenant agreed the landlord will be issued with an Order of Possession which will be served upon the tenant and enforced if the tenant does not vacate the rental unit as agreed;
- The tenant agreed to pay the outstanding rent of \$10,500.00 on September 30, 2016. This will be sent to the landlord on that date by registered mail in the form of a bank draft for the full amount;
- The parties agreed the landlord will be issued with a Monetary Order for this amount which will be served upon the tenant and enforced if the tenant does not comply with this agreement to pay the rent in full;
- The parties agreed that the landlords' advocate SR and the tenant will meet at the rental unit at 10.00 a.m. on September 19, 2016 to do a walk through inspection of the rental unit;
- The landlord agreed to inspect two of the tenant's air purifiers. If these are in good working order they will collect the air purifiers at a mutually agreed time and place after the tenant's rent has been paid in full and then reimburse the tenant the cost of these air purifiers of \$2,600.00 by bank draft to the address provided by the tenant at this hearing by registered mail. If the air purifiers are not in good working order then the landlord retains the right to not collect them or pay the tenant. There should be an unrelated third party on hand to this inspection;
- The landlord agreed to return the tenant's security deposit of \$875.00 upon receipt of the outstanding rent. This will be sent by registered mail to the address provided by the tenant;

- Both parties provided the other with a contact telephone number at this hearing.

### Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement. Should either party violate the terms of this settled agreement, it is open to the other party to take steps under the *Act* to seek remedy.

As this matter was settled, I have not awarded the tenant recovery of his filing fee.

The Original Decision and Orders are set aside.

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: September 14, 2016

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Residential Tenancy Branch