



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNR MNSD FF CNC CNL CNQ

### Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

Landlord:

- an order of possession for failure to pay rent and utilities pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Tenant:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for unpaid rent pursuant to section 46;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.
- an “other” unspecified remedy.

All named parties attended the hearing. During the hearing, the parties expressed an interest and were successful in resolving this dispute by mutual agreement.

### Terms of Settlement

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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agrees to withdraw the 10 day Notice to End Tenancy dated August 4, 2016.
2. The parties agree that the tenant is in arrears for a total of \$6300.00 for rent from August, September and October 2016.
3. The tenant agrees to pay to the landlord a lump sum payment of \$4200.00 by bank draft on or before October 12, 2016. The parties agree to arrange for a time for this payment to be picked by the landlord from the rental unit.
4. The tenant agrees to pay to the landlord the remaining arrears balance of \$2100.00 in four equal installments of \$525.00 in accordance with the following payment plan terms and conditions:
  - a. Payment of \$525.00 plus the \$2100.00 monthly rent payable by bank draft to the landlord on November 1, 2016.
  - b. Payment of \$525.00 plus the \$2100.00 monthly rent payable by bank draft to the landlord on December 1, 2016.
  - c. Payment of \$525.00 plus the \$2100.00 monthly rent payable by bank draft to the landlord on January 1, 2017.
  - d. Payment of \$525.00 plus the \$2100.00 monthly rent payable by bank draft to the landlord on February 1, 2017.

5. The landlord is granted a Monetary Order for the full arrears amount of \$6300.00 and the enforceable portion of this order will be reduced in accordance with any payments made to the landlord.
6. The tenant and landlord agree this tenancy will continue **on condition** that the tenant adheres to the payment schedule as stipulated above. The landlord is granted an **Order of Possession** effective **two days after service of the Order** on the tenant which is to be enforced only if the tenant does not adhere to the payment schedule as stipulated above.
7. The tenant agrees to withdraw her application for dispute resolution filed on August 15, 2016 in full.
8. The landlord agrees that upon the tenant's fulfillment of term #3 above, the landlord will arrange for a professional pest control company to deal with a rodent infestation at the rental unit.

Each party confirmed that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

**This Decision and Settlement Agreement is final and binding on both parties.**

#### Conclusion

Subject to the conditions described above, I grant an Order of Possession to the landlord effective **two days after service of the Order** on the tenant. 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.

Pursuant to section 67 of the *Act* and subject to the conditions described above, I grant the landlord a Monetary Order in the amount of **\$6300.00**. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: October 07, 2016

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Residential Tenancy Branch

