



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, FF

Introduction

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

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent and for damage to the rental unit, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant and his agent, NG (collectively "tenant") and the landlord attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant confirmed that his agent had permission to speak on his behalf at this hearing. The tenant exited the conference at 2:48 p.m. when the hearing began at 2:30 p.m. After the tenant did not call back into the hearing, I asked the telephone operator to contact the tenant at his phone number provided in the application. The tenant was then reconnected to the teleconference by the telephone operator at approximately 3:00 p.m. I advised the tenant about the events that occurred in his absence. The hearing ended at approximately 3:57 p.m. This hearing lasted approximately 87 minutes in order to allow both parties to fully engage in settlement negotiations.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application.

The tenant confirmed receipt of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 2, 2016 ("10 Day Notice"). In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 10 Day Notice.

Analysis

Pursuant to section 63 of the *Act*, the 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, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant agreed to pay the landlord \$1,523.64 by November 11, 2016;
 - a. The landlord agreed that the above payment satisfies all outstanding rent owed by the tenant for this tenancy from March 1, 2016 to November 30, 2016 as well as past utilities of \$383.64;
2. Both parties agreed that this tenancy will end by 1:00 p.m. on November 30, 2016, by which time the tenant and any other occupants will have vacated the rental unit, in the event that the tenant abides by condition #1 of the above settlement. In that event, the landlord's 10 Day Notice, dated September 2, 2016, is cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a two (2) day Order of Possession, if the tenant does not abide by condition #1 of the above settlement;
4. The landlord agreed to bear the cost of the \$100.00 filing fee paid for his application as well as the estimated \$36.74 in glass damage at the rental unit;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's Application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute, with the exception of the filing fee, for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached two (2) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions #1 or #2 of the above settlement. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by

conditions #1 or #2 of the above settlement. 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.

In the event that the tenant abides by condition #1 of the above settlement, I find that the landlord's 10 Day Notice, dated September 2, 2016, is cancelled and of no force or effect. In that event, this tenancy continues only until 1:00 p.m. on November 30, 2016.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,523.64. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by condition #1 of the above agreement. The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible after the tenant does not abide by condition #1 of the above agreement. 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.

The landlord must bear the cost of the \$100.00 filing fee paid for his application.

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 25, 2016

Residential Tenancy Branch