



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF, OPR

Introduction

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

The landlord requested:

- an Order of Possession for non-payment of rent pursuant to section 55; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The tenant requested:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Both parties confirmed receipt of each other's applications for dispute resolution hearing package (“Applications”). In accordance with section 89 of the *Act*, I find that both the landlord and tenant were duly served with the Applications.

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 \$869.00 by way of a cheque or email money transfer by January 1, 2017.
2. The landlord agreed that the tenant's above-noted payment of \$869.00 satisfies all outstanding rent and late fees owed by the tenant for this tenancy.
3. Both parties agreed that this tenancy will end within two days of the tenant's failure to abide by the terms of condition #1 of the above settlement.
4. The parties agreed that this tenancy will end on January 31, 2017, by which date 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 November 2, 2016, is cancelled and of no force or effect.
5. The landlord and tenant agreed to bear the cost of their own filing fees for their applications.
6. Both parties agreed that the tenant's security deposit of \$430.00 will be retained by the landlord.
7. Both parties agreed that this settlement agreement constituted a final and binding resolution of the both of their applications and all issues currently under dispute arising from this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute 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, 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 and #3 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 and #3 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 November 2, 2016, is cancelled and of no force or effect. In that event, this tenancy continues only until January 31, 2017, by which time the tenant will have vacated the rental unit. In the event that the tenant does not vacate in accordance with condition #4 of the above settlement agreement, the landlord is provided with an Order of Possession for January 31, 2017. 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 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 \$869.00. 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.

I order the landlord to retain the tenant's entire security deposit of \$430.00.

Both parties will bear the cost of their own filing fee for their applications.
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: December 20, 2016

Residential Tenancy Branch