



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR FF

Introduction

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

1. An Order of Possession for unpaid rent pursuant to section 55;
2. A monetary order for unpaid rent and losses from damage pursuant to section 67;
3. To recover the filing fee from the tenant for the cost of this application 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.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package ("Application"). In accordance with section 89 of the *Act*, I find that the tenant was duly served with the Application.

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. Both 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. The tenant agreed to pay the landlord \$1,450.00 rent for January 2017 by way of cheque or

email money transfer by January 1, 2017, as required by the tenancy agreement and **Section 26** of the *Residential Tenancy Act*.

2. Upon receipt of the January 2017 rent, the landlord agreed to withdraw the 10 Day Notice of November 3, 2016.
3. The tenant agreed to pay the landlord \$3,100.00 in monthly instalments of \$300.00/month starting on March 1, 2017 until this amount is paid in full. The \$3,100.00 must be paid in full on or before March 1, 2018.
4. The landlord agreed that the tenant is not required to pay any late fees for this tenancy.
5. The landlord agreed to bear the cost of his own filing fee for this application.
6. Both parties agreed that the tenant's security deposit of \$500.00 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

In the event that the tenant abides by condition #2 of the above settlement, I find that the landlord's 10 Day Notice, dated November 3, 2016, is cancelled and of no force or effect. In that event, this tenancy continues only until January 31, 2017. The landlord is provided with an Order of Possession for January 31, 2017, which the tenant must be served with if the tenant does not abide by condition #1 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 order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue one Monetary Order in the landlord's favour in the amount of \$3,100.00. 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 #4 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 #4 of the above agreement. Should the tenant fail to comply with the Monetary Order, the 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 \$500.00.

The landlord will bear the cost of his own filing fee for their 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: December 21, 2016

Residential Tenancy Branch