



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PORT TOWN INVESTMENTS LIMITED
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MT, DRI

Introduction

On November 4, 2016, the Tenant made an Application for Dispute Resolution requesting more time to make an application to cancel a Notice to end tenancy, and to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“the Notice”) dated October 17, 2016.

The matter was set for a conference call hearing at 9:00 a.m. on this date. The Landlord and Tenant attended the hearing. The Tenant was assisted by an advocate C.S.

Settlement Agreement

At the start of the hearing, the parties discussed a settlement agreement. At 9:20 AM the Tenant became upset and disconnected from the hearing. The Tenant’s advocate continued to discuss a settlement with the Landlord. The Tenant’s advocate and the Landlord reached a settlement agreement. The Tenant’s advocate contacted the Tenant to get his authorization to accept the settlement.

The Tenant’s advocate provided affirmed testimony that the Tenant agreed to the terms of the settlement on the following conditions:

1. The parties agree that the tenancy will end at 1:00 pm on **January 31, 2017**.
2. The Landlord is granted an order of possession effective **January 31, 2017, at 1:00 p.m.** The Landlord must serve the Tenant with the order of possession.
3. The Tenant agrees to pay January 2016, rent in the amount of \$440.00 when it is due under the tenancy agreement.
4. The Kettle Society agrees to pay the Landlord \$260.00 towards January 2017, rent.
5. The Kettle Society agrees to do their best to pay \$260.00 towards the Tenant’s December 2016, rent. If the Kettle Society is unable to pay, the failure to pay any amount does not invalidate this settlement agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The opportunity for settlement was raised by the parties during the hearing. The parties were under no obligation to resolve the dispute through settlement, but were advised that I could assist the parties to reach an agreement. The parties were advised that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

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