



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 pursuant to section 67; and
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 call witnesses, and to make submissions.

The tenant confirmed receipt of the landlord's dispute resolution and evidence package. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was duly served with the Application and evidence package.

The landlord indicated that he was withdrawing his application for an Order of Possession pursuant to the 10 Day Notice to End Tenancy dated November 14, 2016 ('The 10 Day Notice'), as well as his application for recovery of the filing fee.

Accordingly the 10 Day Notice is cancelled, as well as the landlord's application for an Order of Possession and for recovery of the filing fee.

The landlord also indicated that he indicated in error on his online application that the tenant had given written notice to end the tenancy. Accordingly, there was no need to address this issue at the hearing.

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 landlord agreed to withdraw the 10 Day Notice of November 14, 2016.
2. The tenant agreed to pay the landlord \$875.00 by January 31, 2017.
3. The landlord agreed that the above payment satisfies the outstanding rent for November and December 2016.
4. Both parties agreed that this tenancy will continue as per the Act.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application.

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 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 \$875.00, to be paid by January 31, 2017. 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 withdrew his application for an Order of Possession and for recovery of the filing fee. The 10 Day Notice is cancelled.

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: January 10, 2017

Residential Tenancy Branch

