



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR

Introduction

This hearing was scheduled to consider cross-applications pursuant to the *Residential Tenancy Act* (the “Act”).

The tenant seeks

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) pursuant to section 46.

The landlord seeks:

- an Order of Possession for unpaid rent pursuant to section 55; and
- a monetary order for unpaid rent pursuant to section 67.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As both parties were in attendance I confirmed that there were no issues with service of the landlord’s 10 Day Notice, the tenant’s application for dispute resolution or either party’s evidentiary materials. The parties confirmed receipt of one another’s materials. In accordance with sections 88 and 89 of the *Act*, I find that the parties were duly served with copies of the landlord’s 10 Day Notice, the tenant’s application and their respective evidence.

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 is the registered owner in fee simple of the rental property. There is a single mortgage on the rental property with a maturity date of March 1, 2020 in the landlord's name.
2. On or before August 31, 2017 the tenant will purchase the rental property from the landlord for the sum of the outstanding mortgage including all penalties, discharge fees and legal fees applicable at that time.
3. The landlord will facilitate the sale of the rental property by providing to the tenant all necessary information and documentation.
4. This tenancy will end on 1:00 pm August 31, 2017, by which time the rental property will have been registered in the name of the tenant or the tenant and any other occupants will have vacated the rental unit.
5. The 10 Day Notice of January 6, 2017 is cancelled and of no force or effect.
6. The tenancy will continue under its current terms until the earlier of August 31, 2017 or when the title to the rental property is transferred to the tenant.
7. In addition to the monthly rent and other payments that the tenant must make pursuant to the current tenancy agreement, the tenant will pay the landlord the sum of \$700.00 on March 1, 2017 and the sum of \$300.00 on April 1, 2017.
8. This settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlord **only** if the landlord is the registered owner of the rental property **AND** the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 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.

I issue a monetary Order in the landlord's favour in the amount of \$1,000.00, to be paid by April 1, 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.

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: February 27, 2017

Residential Tenancy Branch

