



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord's Application: OPR, MNR

Tenant's Application: CNR, CNC

Introduction

This hearing was scheduled to consider the tenant's application pursuant to the *Residential Tenancy Act* (the "*Act*") for cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice") and cancellation of a One Month Notice to End Tenancy for Cause (the "One Month Notice") (the "Tenant's Application").

The landlord had a separate hearing scheduled for a different date to consider the landlord's application pursuant to the *Act* for an order of possession for unpaid rent and a monetary order for unpaid rent (the "Landlord's Application").

By consent, the parties agreed to have both the tenant's application and the landlord's application heard at the same time at this hearing.

Both the landlord and the tenant appeared at the teleconference hearing and gave affirmed testimony. The landlord appeared with counsel.

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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During the course of the hearing, the parties reached an agreement to settle this matter, on the following conditions:

1. the tenant will vacate the rental unit by March 15, 2017 at 1:00 p.m.;
2. the parties agree that the tenant owes the landlord \$890.00 for rent for the month of February 2017, and the amount of \$445.00 for one half month's rent for the month of March 2017. The total amount of unpaid rent is \$1,335.00;

3. the landlord is authorized to retain the tenant's security deposit in the amount of \$450.00 to be applied against the amounts owed to the landlord for unpaid rent set out in #2 above;
4. Pursuant to #2 and #3 above, the tenant will pay the landlord the amount of \$885.00 by 5:00 p.m. on March 4, 2017; and
5. the parties agree that the landlord will be granted a conditional order of possession effective two (2) days after service on the tenant which will be of no force or effect if the tenant successfully complies with the above terms. If the tenant fails to comply with the above terms, the order of possession will be of full force and effect and may be served upon the tenant.

Conclusion

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

The landlord has been granted a conditional order of possession effective two (2) days after service on the tenant, which will be of no force or effect if the tenant successfully complies with the terms of this settlement agreement. If the tenant fails to comply with the terms of this settlement agreement, the order of possession will be of full force and effect and may be served upon the tenant.

Should the landlord need to enforce the order of possession, the landlord must serve the order of possession on the tenant and the order of possession may be filed in the Supreme Court of British Columbia and enforced as an order of that Court. If the tenant successfully complies with the terms of this settlement, the tenancy will continue until March 15, 2017 at 1:00 p.m.

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: March 03, 2017

Residential Tenancy Branch