



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 was scheduled to consider the landlord's application pursuant to the *Residential Tenancy Act* (the "Act").

The landlord seeks:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent and utilities pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord was represented by his agent and business partner SV (the "landlord").

As both parties were in attendance I confirmed that there were no issues with service of the landlord's 10 Day Notice, the landlord'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 landlord'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 tenant will pay to the landlord the amount of \$4,824.00 by May 30, 2017. The tenant will either pay personally or by signing a Direction to Pay directing his lawyer to pay up to \$4,824.00 to the landlord from the proceeds of a motor vehicle accident claim currently pending.
2. The tenant will pay the landlord \$3,042.50 for April rent and utilities in two installments of \$2,700.00 by April 1, 2017 and \$342.50 by April 15, 2017.
3. The tenant will pay monthly rent in the amount of \$1,700.00 and half of the utilities as advised by the landlord by the first of each month thereafter, starting May 1, 2017.
4. The 10 Day Notice dated February 9, 2017 is cancelled and of no force or effect.
5. This settlement agreement constitutes a final and binding resolution of both applications at this hearing.

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

To give effect to the 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 \$7,866.50, to be paid by May 30, 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: March 22, 2017

Residential Tenancy Branch