



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

FF MNR OPB OPQ OPR CNR DRI

### Introduction

This hearing was convened in response to applications by both parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- an Order of Possession for non-payment of rent and utilities, for a breach of an agreement with the landlord and because the tenant does not qualify for subsidized housing pursuant to section 55 of the *Act*;
- a Monetary Order for unpaid rent or utilities pursuant to section 67 of the *Act*.
- authorization to retain the security deposit pursuant to section 72 of the *Act*; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72 of the *Act*.

The tenant requested:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) pursuant to section 46 of the *Act*; and
- to dispute an additional rent increase pursuant to section 43 of the *Act*.

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 landlord was represented by Housing and Facilities manager, D.S., and P.R. who both provided testimony on behalf of the landlord in this hearing. Both confirmed they were given full authority to do so.

The tenant confirmed receipt of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (“10 Day Notice”) on March 9, 2017. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the 10 Day Notice.

The tenant and landlord both confirmed receipt of each other's applications for dispute resolution and evidentiary packages. In accordance with sections 88 and 89 of the *Act*, I find that both parties were duly served with these documents.

### 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 and orders. 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 issued on March 9, 2017.
2. The parties agreed that this tenancy ends at 1:00 PM, on April 30, 2017 by which time the tenant agreed to have vacated the rental unit.
3. The tenant agreed to allow the landlord to retain the security deposit of \$543.00 in full following the conclusion of the tenancy on April 30, 2017.
4. The tenant agreed to pay the landlord a total of \$1,837.00 in satisfaction for all money owed according to the following terms:
  - a. the payments will begin on April 20, 2017 and end on July 20, 2017;
  - b. the payments will be made on the 20<sup>th</sup> day of each month during the above time period;
  - c. the payments will be in the amount of \$459.25 each;
  - d. both parties have agreed during this hearing that the tenant shall make the outstanding payments in person at the landlord's office.
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed 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 and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,837.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by condition #3 of the above agreement. The tenant must be served with a copy of this Order as soon as possible after the tenant does not abide by condition #3 of the above agreement. 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 tenant has agreed to vacate the rental by April 30, 2017. I find that this requires the tenant to vacate the rental unit by 1:00 P.M. on April 30, 2017. The landlord is given an Order of Possession to be used in the event that the tenant does not vacate the rental unit in accordance with this agreement. 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.

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: April 21, 2017

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Residential Tenancy Branch