



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes                      OPR MNR MND MNDC CNR OLC ERP RP PSF

### Introduction

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

Landlord:

- an order of possession for failure to pay rent and utilities pursuant to section 55;
- a monetary order for unpaid rent, damage and compensation for loss pursuant to section 67;

Tenant:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for unpaid rent pursuant to section 46;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;

All named parties attended the hearing. During the hearing, the parties expressed an interest and were successful in resolving this dispute by mutual agreement.

### Terms of Settlement

Pursuant to section 63 of the Act, an 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant and landlord agree **that this tenancy will end no later than 1:00 p.m. on May 31, 2017.**

2. The tenancy will continue until May 31, 2017 only on condition that the tenant pays to the landlord the amount of \$1600.00 on or before May 1, 2017. This amount represents unpaid rent in the amount of \$800.00 for the month of April 2017 and \$800.00 payable for the month of May 2017. The landlord is granted a Monetary Order for this amount and the enforceable portion of this order will be reduced in accordance with any payments made to the landlord.
3. If the tenant fails to make the above payment, the tenant and landlord agree **that this tenancy will end no later than 1:00 p.m. on May 2, 2017.**
4. The landlord is granted an **Order of Possession** effective **1:00 p.m. on May 2, 2017.** The landlord agrees to not enforce this Order until **1:00 p.m. on May 31, 2017** provided the tenant satisfies the above payment terms.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

**This Decision and Settlement Agreement is final and binding on both parties.**

#### Conclusion

Subject to the conditions described above, I grant an Order of Possession to the landlord effective **1:00 p.m. on May 2, 2017.** Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 67 of the *Act* and subject to the conditions described above, I grant the landlord a Monetary Order in the amount of **\$1600.00.** 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: April 18, 2017

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Residential Tenancy Branch