



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASSOCIATED PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR
 CNC, DRI, MT

Introduction

This hearing dealt with an Application for Dispute Resolution that was filed by the Tenant (the “Tenant’s Application”) under the *Residential Tenancy Act* (the “Act”), requesting more time to make an application to cancel a notice to end tenancy, disputing an additional rent increase, and seeking to cancel a One Month Notice to End Tenancy for Cause (the “One Month Notice”). The Landlord filed a cross-application (the “Landlord’s Application”) under the *Act* for a Monetary Order for unpaid rent and for an Order of Possession.

The hearing was convened by telephone conference call and was attended by the agent for the Landlord (the “Agent”) and the Tenant. All parties provided affirmed testimony.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The Tenant agrees that the Landlord can retain in full, the \$525.00 security deposit;

2. The parties agree that the Tenant owes \$1,479.86 to the Landlord for the rental period up to and including October 18, 2017 (\$2,004.86, less the \$525.00 security deposit);
3. The Tenant agrees to vacate the rental property by 4:30 pm on October 18, 2017, unless they pay to the Landlord, on or before 4:30 pm on October 18, 2017, \$1,000.00 towards the outstanding debt noted above;
4. The parties agree that if the Tenant complies with the above noted payment arrangement, the tenancy will continue until 1:00 pm on October 25, 2017, at which time the Tenant agrees to vacate the rental property;
5. The tenant agrees to pay the Landlord the \$479.86 balance by the end of the tenancy;
6. The Tenant agrees that if the tenancy is continued pursuant to section 4 of this settlement agreement, they will pay to the Landlord on or before 1:00 pm on October 25, 2017, the following sums:
 - a. \$253.89 in pro-rated rent for the period of October 19, 2017 – October 25, 2017 (\$36.27 x 7 days), and
 - b. The \$479.86 balance owing for the rental period up to and including October 18, 2017;
7. The Landlord agrees to withdraw their Application in full.

Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a conditional Order of Possession, effective at **4:30 pm on October 18, 2017**. The Landlord is provided with **this Order** in the above terms and the Tenant must be served with **this Order** as soon as possible. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment schedule set out under section 3 of the mutual settlement agreement. If the Tenant complies with Section 3 of this agreement the landlord cannot enforce the Order of Possession until **1:00 p.m. on October 25, 2017**.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a conditional Monetary Order in the amount of **\$1,733.75**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment schedule set out in the mutual settlement agreement.

The Landlord is provided with this Monetary Order in the above terms and should the Tenant fail to meet the conditions of the payment schedule, the Tenant must be served with this Order as soon as possible. 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: October 18, 2017

Residential Tenancy Branch