



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DORSET REALTY GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC OLC

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”), and an Order for the Landlord to comply with the *Act*, *Regulation*, or tenancy agreement.

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 \$100.00 from the security deposit;
2. The Tenant agrees to pay rent in the amount of \$928.00 on or before 11:59 P.M. on the first day of each month;
3. The parties agree that if the Tenant pays the above noted rent on or before 11:59 P.M. on the first day of each month, the tenancy will continue until 1:00 pm on February 28, 2017, at which time the Tenant agrees to vacate the rental property;
4. The Tenant understands that if they fail to pay the rent on time and in full as stated above, the Landlord will end the tenancy by serving the Tenant the

attached Conditional Order of Possession which will be effective Two(2) days after service on them;

5. The Tenant agrees to withdraw their Application in full;
6. The Landlord agrees to withdraw their Application in full which is scheduled for hearing on November 24, 2017, at 9:30 A.M. in relation to a 10 Day Notice dated September 7, 2017;
7. The Landlord also agrees that the One Month Notice to End Tenancy for Cause (the "One Month Notice") with an effective vacancy date of December 31, 2017, is withdrawn and of no force or effect.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a conditional Order of Possession, effective **two days after service of this Order** on the Tenant. 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 pay rent as set out in this mutual settlement agreement. If the Tenant pays rent on time and in full as set out in this mutual settlement agreement, the Landlord cannot enforce the Order of Possession until **1:00 p.m. on February 28, 2018, after service of this Order** on the Tenant.

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: November 20, 2017

Residential Tenancy Branch