



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD FF CNR CNC RP ERP FF

Introduction

This hearing dealt with applications by both parties pursuant to the *Residential Tenancy Act* (the “Act”) for:

Landlord:

- an order of possession for failure to pay rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application pursuant to section 72.

Tenant:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for unpaid Rent and/or utilities pursuant to section 46;
- cancellation of the landlord’s 1 Month Notice to End Tenancy for Cause pursuant to section 47;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- authorization to recover the filing fee for this application pursuant to section 72.

Preliminary Issue – Scope of Application

Residential Tenancy Branch Rules of Procedure, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

Aside from the application to cancel the Notice to End Tenancy, I am exercising my discretion to dismiss the remainder of the issues identified in the tenants’ application

with leave to reapply as these matters are not related. Leave to reapply is not an extension of any applicable time limit.

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 January 31, 2018**, and, the landlord will be granted an **Order of Possession**.
2. The landlord agrees to not enforce the attached **Order of Possession** until the above date on the following conditions:
 - i. The tenant makes a payment of \$100.00 towards the agreed upon outstanding rent amount of \$650.00 by the end of today's date, December 13, 2017.
 - ii. The tenant makes a further payment of \$100.00 towards the outstanding rent by Friday, December 22, 2017.
 - iii. The tenant pays the balance of the outstanding rent in the amount of \$450.00 and the January 2018 rent of \$1100.00 in full on January 1, 2018.
 - iv. If the tenant fails to pay either of the above agreed to payments in full and on time, the landlord may enforce the attached order of possession effective **two days after service of the Order** on the tenant.
3. The landlord is granted a Monetary Order in the amount of \$650.00 and the enforceable portion of this order will be reduced in accordance with any payments made to the landlord.

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 **two days after service of the Order** on the tenant. 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 **\$650.00**. 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: December 13, 2017

Residential Tenancy Branch