



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, OLC
 OPR, MNR, FF

Introduction

This hearing dealt with an Application filed by the Landlord under the *Residential Tenancy Act* (the “*Act*”), seeking an Order of Possession and a Monetary Order for unpaid rent and the recovery of the filing fee. The Hearing also dealt with a cross-Application filed by the Tenant under *Act*, seeking more time to make an Application, the cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent and 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.

Preliminary Matters

At the outset of the hearing I identified that the Landlord listed on the tenancy agreement was not the same as the Landlord listed in either of the Applications. The parties agreed that the Landlord listed on the tenancy agreement is correct and that the names of Landlord’s agents were used in error on the Applications by both parties. As a result, the Application was amended to reflect the correct name of the Landlord.

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 order.

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

1. The parties agree that the tenancy will end on January 26, 2018.
2. The Tenant agrees to vacate the rental property by 1:00 p.m. on January 26, 2018.
3. The Tenant agrees that they owe the Landlord \$4,200.00 in outstanding rent for October, 2017 – January, 2018.

4. Tenant understands that if they do not vacate the rental property as agreed by September 26, 2018, the Landlord may seek compensation for any costs associated with overholding the rental unit.
5. The parties withdraw their Applications in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession effective at **1:00 P.M. on January 26, 2018**, after service of this Order on the Tenant. The Landlord is provided with **this Order** in the above terms and 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 Supreme Court of British Columbia and enforced as an Order of that Court.

In support of the settlement described above, and with the agreement of the parties, I also grant the Landlord a Monetary Order in the amount of **\$4,200.00**. The Landlord is provided with **this Order** in the above terms and 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: January 19, 2018

Residential Tenancy Branch