



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, MT

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for non-payment of rent and for more time to do so. Both parties attended the hearing and had opportunity to be heard.

At the start of the hearing, the tenant informed me that the parties had come to an agreement and they requested me to document the terms of their agreement.

Background and Evidence

The tenancy began in September 2017. The current monthly rent is \$1,600.00. On October 10, 2017, the landlord served the tenant with a notice to end tenancy for rent owed in the amount of \$1,600.00. The notice is undated. Prior to this hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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.

During this hearing, the parties reached an agreement to settle their dispute under the following terms.

1. The tenant agreed to move out by 1:00 pm on January 31, 2018.
2. The landlord agreed to extend the tenancy up to 1:00 pm on January 31, 2018.
3. An order of possession will be issued in favour of the landlord effective this date.
4. The parties agreed that the tenant owed \$6,578.47 in unpaid rent and utilities.

5. The parties agreed to a payment plan for the debt owed by the tenant for unpaid rent and utilities
6. The tenant agreed to pay \$700.00 on the 15th of each month starting February 15, 2018 and continuing until the debt owed to the landlord is satisfied.
7. The tenant agreed to pay interest in the amount of 5% on the balance of the outstanding debt
8. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.
9. Both parties acknowledged that they understood and agreed with the above terms of their agreement.

Pursuant to section 55 I am issuing a formal order of possession effective by 1:00 pm on January 31, 2018. The Order may be filed in the Supreme Court for enforcement.

Conclusion

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

I grant the landlord an order of possession effective by 1:00 pm on January 31, 2018.

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 04, 2018

Residential Tenancy Branch