



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, MNDCT, LAT, LRE, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented himself with assistance.

As both parties were in attendance I confirmed service. The parties confirmed receipt of all relevant documents. I find that the tenant was served with the landlord's Notices to End Tenancy and evidence in accordance with section 88 of the *Act* and the landlord was served with the tenant's application for dispute resolution, amendment and evidence in accordance with sections 88 and 89 of the *Act*.

Analysis

Pursuant to section 63 of the *Act*, the 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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. This tenancy will continue pursuant to the tenancy agreement until 12:00pm June 30, 2018 by which time the tenant and any other occupant will have vacated the rental unit.
2. The tenant will pay monthly rent to the landlord in the amount of \$875.00 on the first of each month as required under the tenancy agreement. The tenant will make payment by money order or cash. If the tenant pays by cash the landlord will issue a receipt as required under the *Act*.
3. The parties agree that the tenant may withhold the amount of \$151.53 from the February, 2018 rent payment so that the tenant will pay rent in the amount of \$723.47 for that month.
4. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and the landlord's Notices to End Tenancy are withdrawn and of no further effect.
5. The parties agree to conduct themselves and interact in a professional and cordial manner in accordance with the law.
6. This settlement agreement constitutes a full, final and binding resolution of the tenant's application at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant and any other occupants fail to vacate the

rental premises by 12:00 p.m. on June 30, 2018 **or** the tenant fails to pay the landlord the monthly rent of \$875.00 by the first of each month. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 18, 2018

Residential Tenancy Branch