



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0981407 BC Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, CNC, OLC, MNR, RR, RP

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (“the “Act”).

The Landlord filed an Application requesting an order of possession based on the issuance of a 1 Month Notice To End Tenancy For Cause.

The Tenant filed an Application for the following issues:

- to cancel a 1 Month Notice To End Tenancy For Cause.
- for the Landlord to comply with the Act, Regulations, or tenancy agreement.
- for a monetary order for money for cost of emergency repairs.
- for a reduction in rent due to repairs, services or facilities agreed upon but not provided.
- for emergency repairs for health and safety reasons.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. The parties testified that they exchanged the documentary evidence before me. The parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Settlement Agreement

During the hearing, the parties agreed to settle this matter on the following conditions:

1. The parties agree that the tenancy will end on June 30, 2018, at 1:00 p.m. and the Tenant will vacate the rental unit.
2. The Tenant agrees to pay the rent in full by the first day of each month as required under their tenancy agreement.
3. The Tenant must pay the outstanding rent that he owes for March 2018, on or before March 28, 2018.
4. The parties agree that the Landlord is granted a conditional order of possession for the rental unit effective two days after service on the Tenant. The parties agree that the Landlord will not serve the order of possession unless the Tenant fails to pay the rent or move out in accordance with this settlement agreement.
5. The Landlord withdraws his application in full as part of this mutually settled agreement.
6. The Tenant withdraws his application in full as part of this mutually settled agreement.

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

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

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

The Landlord has been granted a conditional order of possession for the rental unit effective two days after service on the Tenant. The Landlord agreed that the order of possession will not be served unless the Tenant fails to pay the rent in accordance with this settlement agreement.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: March 23, 2018

Residential Tenancy Branch