



Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was convened in response to applications by the tenant pursuant to the *Residential Tenancy Act* (the “Act”) for an Order as follows:

The application from the tenant requested:

- a cancellation of the 10 Day Notice to End Tenancy (“10 Day Notice”) issued pursuant to section 46 of the *Act*.

Both the tenant and the landlords appeared at the hearing and both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant confirmed receipt of the landlords’ 10 Day Notice for Unpaid rent on January 6, 2018. Pursuant to section 89 of the *Act*, the tenant is found to have been duly served in accordance with 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. Both parties entered into a mutual agreement that this tenancy will end on April 1, 2018 at 1:00 P.M., if the tenant fails to pay the entire amount of outstanding rent by 1:00 P.M. on March 31, 2018.
2. The tenant agreed to pay the landlords all outstanding rent for December 2017, January, February and March 2018 totaling, \$5,950.00 by 1:00 P.M. on March 31, 2018.

3. The tenant agreed to vacate the property if he is unable to pay the landlords the entire amount due by 1:00 P.M. on March 31, 2018.
4. The landlords will be granted an Order of Possession for April 1, 2018 if the tenant has failed to fulfil his obligations under point #2.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. 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 discussed with them during the hearing, I issue an Order of Possession to the landlords, which is to take effect by 1:00 P.M. on April 1, 2018. The landlords are provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #2 of the above settlement. 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.

The Order of Possession is to only be served if the tenant fails to fulfil his obligation under point #2.

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: March 9, 2018

Residential Tenancy Branch