



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

On March 15, 2018, the Tenant made an Application for Dispute Resolution to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated March 7, 2018.

The matter was set for a conference call hearing. The Landlord's agent and Tenants agent attended the teleconference hearing.

At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

Settlement Agreement

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

1. The parties agreed that the Tenant currently owes \$6,000.00 in unpaid rent.
2. The parties agreed that the Tenant will pay the Landlord the amount of \$4,000.00 on May 4, 2018.
3. The parties agreed that the Tenant will pay the Landlord an additional \$4,000.00 by May 21, 2018. This payment includes rent of \$2,000.00 due on May 1, 2018.
4. The parties agree that the Landlord is granted a conditional order of possession for the rental unit. The Landlord agreed that he will not enforce the order of possession unless the Tenant fails to make a payment in accordance with this settlement agreement.
5. The Tenant withdraws his dispute resolution application in full as part of this mutually settled agreement.
6. The Landlord withdraws his 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated March 7, 2018, 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. The Tenant's representative testified that he has the authority to enter into this settlement agreement on behalf of his son.

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 effective two (2) days after service on the Tenant. The parties agreed that the Landlord will not enforce the order of possession unless the Tenant fails to pay the outstanding rent in accordance with this settlement agreement. If the Landlord wants to enforce the order of possession, it must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: April 26, 2018

Residential Tenancy Branch