



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding M'AKOLA HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

Pursuant to section 58 of the *Residential Tenancy Act*. (the *Act*), I was designated to conduct the hearing of this matter. The hearing dealt with the tenant's application to dispute a 10 Day Notice to End Tenancy dated April 9, 2018, (the "Notice"), issued for unpaid rent or utilities.

Both the landlord's agent AT, and the tenant attended the hearing by way of conference call. The landlord's agent and the tenant were both given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Issue(s) to be Decided

Is the tenant entitled to cancel the 10 Day Month Notice to End Tenancy?

Is the landlord entitled to an Order of Possession?

Is the tenant entitled to a Monetary Order?

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, reached a settlement of their dispute.

Specifically, once the landlord's agent learned that the tenant agreed to vacate the premises as of May 18, 2018, she was content to receive an Order for Possession effective as of 2:00 PM on May 18, 2018. The parties agreed that the tenancy would end on May 18, 2018.

There was then a discussion of the amounts owing to the landlord by the tenant and the parties agreed to the following:

Total owing as at April 30, 2018	\$ 772.00
May rent owing	<u>\$ 706.00</u>
TOTAL OWING	\$1,478.00

The parties agreed to the following full and final binding settlement of all issues currently in dispute as between them:

1. The parties mutually agreed that the tenancy will end on May 18, 2018, at 2 p.m., by which date and time the tenant and any other occupants will have vacated the rental unit.
2. The landlord withdrew the 10 Day Notice to End Tenancy dated April 9, 2018.
3. The parties agreed that the tenancy ends by way of their agreement and not on the basis of the landlord's 10 Day Notice.
4. The landlord agreed not to pursue all monetary claims as set out in the 10 Day Notice and the Application and, specifically waived the claim for the filing fee.
5. The parties agreed the tenant owes the landlord \$1,478.00 for rent for the period up to and including May 2018.
6. The tenant agreed to pay the sum of \$1,478.00 by way of a series of monthly payments. The payments will start on June 21st and will be made on the 21st day of each month thereafter until the sum of \$1,478.00 has been paid in full. The monthly payments will be a minimum of \$200.00 per month.
7. The parties agreed that this settlement agreement constitutes the full and final binding resolution of the landlord's application.

The seven terms as set out above constitute the full and final settlement of all aspects of this dispute for both parties. The parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. The parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of their dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I make the following orders:

I issue an Order of Possession to the landlord, which is to take effect at 2:00 p.m. on May 18, 2018. Should the tenant fail to comply with the Order, it may be filed and enforced as an Order of the Supreme Court of British Columbia

I make a Monetary Order of \$1,478.00 in favour of the landlord. Should the tenant fail to comply with this Order, it may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord's agent is to be provided with these Orders in the above terms, to be served on the tenant by the landlord.

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: May 16, 2018

Residential Tenancy Branch