



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPC, MNR, MNSD, FF;    CNR, CNC

### Introduction

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

- an Order of Possession for unpaid rent and for cause, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46; and
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 47.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 66 minutes in order to allow both parties to negotiate a full settlement of both applications.

Both parties were in receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

The tenant was in receipt of the landlord's 10 Day Notice and 1 Month Notice, which he disputed in his application. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 10 Day Notice and 1 Month Notice.

### Settlement Terms

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 and orders. 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 their dispute:

1. The tenant agreed to pay the landlord rent of \$5,400.00 for the period from March 1 to July 31, 2018 according to the following terms;
  - a. \$3,200.00 is rental arrears for March, April and May 2018, \$1,100.00 is rent for June 2018 and \$1,100.00 is rent for July 2018;
  - b. \$1,100.00 will be paid by June 1, 2018;
  - c. \$1,050.00 will be paid by June 15, 2018;
  - d. \$2,150.00 will be paid by June 30, 2018;
  - e. \$1,100.00 will be paid by July 15, 2018;
2. The tenant agreed to pay the landlord full monthly rent by the first day of each month, effective on August 1, 2018 and for the remainder of this tenancy;
3. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by conditions #1 and #2 above. In that event, the landlord's 10 Day Notice and 1 Month Notice are cancelled and of no force or effect;
4. Both parties agreed that this tenancy will end pursuant to a twelve (12) day Order of Possession, which expires on May 22 2019, if the tenant does not abide by conditions #1 and/or #2 above;
5. The tenant agreed that he will not have any dogs stay at or visit his rental unit for the remainder of this tenancy;
6. The tenant agreed to provide photographs of the window in his rental unit before it broke, to the landlord by May 22, 2018;
7. The landlord agreed, at her own cost, to have a professional inspect and repair the broken window and frame at the rental unit by June 15, 2018;

8. Both parties agreed to abide by section 29 of the *Act* and the landlord agreed to provide at least 24 hours' written notice to the tenant prior to entering the rental unit;
9. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

These particulars comprise the full and final settlement of this dispute. 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 settles their dispute.

Since the parties settled these claims between themselves and I was not required to make a decision on the full merits of both applications, I find that the landlord is not entitled to recover the \$100.00 filing fee paid for her application.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached twelve (12) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions #1 and/or #2 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES ON May 22, 2019** and it cannot be served upon the tenant after **May 22, 2019**. The tenant must be served with this Order in the event that the tenant does not abide by conditions #1 and/or #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.

In the event that the tenant abides by condition #1 and #2 of the above settlement, I find that the landlord's 10 Day Notice and 1 Month Notice are cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$3,200.00, the current rent amount owing for this tenancy. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$3,200.00 as per the above agreement. The tenant must be served with a copy of this Order. Should the tenant fail to comply

with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

If the landlord requires a monetary order for any other rent amounts owing after May 31, 2018, the landlord can file a new application for dispute resolution against the tenant.

I order the tenant to not have any dogs stay at or visit his rental unit for the remainder of this tenancy.

I order the tenant to provide photographs of the rental unit window before it broke, to the landlord by May 22, 2018.

I order the landlord, at her own cost, to have a professional inspect and repair the broken window and frame at the rental unit by June 15, 2018.

I order both parties to abide by section 29 of the *Act*.

The landlord must bear the cost of the \$100.00 filing fee paid for her application.

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 22, 2018

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Residential Tenancy Branch