



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR FFT LAT LRE MNDCT OLC PSF RR OPR

### Introduction

This hearing dealt with applications from both the landlord and the tenant. The landlord applied for an Order of Possession based on a 10 day Notice to End Tenancy for Unpaid rent ("10 Day Notice") pursuant to section 46 of the *Act*. The landlord has also applied for a Monetary Order for unpaid rent pursuant to section 67 of the *Act* and for a return of the filing fee pursuant to section 72 of the *Act*.

The tenant has applied for cancellation of the 10 Day Notice, a Monetary Award pursuant to section 67 of the *Act*, an Order directing the landlord to comply with the *Act* pursuant to section 62, an Order preventing the landlord from accessing the rental unit, an Order directing the landlord to preform repairs on the rental unit and for Orders pursuant to section 65 of the *Act*.

Both the tenant and the landlord appeared at the hearing. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

### 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.

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 July 31, 2018 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.
2. The landlord still holds the tenant's security deposit in the amount \$300.00. The tenant agreed to surrender the security deposit in satisfaction for partial payment of rent for July 2018.
3. The tenant agreed to pay rent in its entirety for June 2018 and following the landlord's retention of her security deposit, to pay the amount which remains outstanding for July 2018.
4. The tenant is ordered to notify the landlord when rent is paid and to pay rent for June 2018 by June 22, 2018. Failure to do so may result in the landlord to pursuing an Order of Possession and a Monetary Award.
5. If paid by cheque, the tenant is ordered to pay rent to the landlord in the name listed on the style of cause above this settlement decision.
6. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlord's 10 Day Notice.
7. The tenant agreed to withdraw her application for a monetary award and for the other relief listed above. The tenant said that she understood that she was free to pursue this application at a later date.
8. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord and tenant's applications.

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.

As the parties agreed to the terms of the settlement, they are both responsible for the cost of their own filing fee.

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 landlord, which is to take effect by 1:00 P.M. on July 31, 2018. The landlord is 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 #1 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 tenant is directed to pay the landlord rent in entirety for June 2018 by June 22, 2018. Failure to do so, may lead the landlord to pursue a Monetary Award.

The tenant agreed to surrender her security deposit in partial satisfaction for July 2018 rent.

The tenant agreed to withdraw her application for a monetary award and for other relief under the *Act*. The tenant may pursue these matters at a future date.

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: June 12, 2018

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Residential Tenancy Branch