



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, LRE, MNDCT, OLC

Introduction

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

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to section 46;
- An order to suspend or set condition on the landlord's right to enter the rental unit pursuant to section 70;
- A monetary award for damages and loss pursuant to section 67; and
- An order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As both parties were present service was confirmed. The parties each testified that they had been served with the other's materials. Based on the undisputed testimonies of the parties, I find that the parties were each served with the respective materials in accordance with sections 88 and 89 of 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. The tenant will pay the landlord the amount of \$2,280.00 by 5:00pm on Friday, July 6, 2018.
2. The tenant will pay the landlord the amount of \$1,600.00 by 5:00pm on Friday, July 20, 2018.
3. The parties agree that this tenancy will continue with rent in the amount of \$1,600.00 payable by the first of each month thereafter until December 1, 2018.
4. The tenant will pay their share of the utilities by the first of each month after the landlord has provided them with a detailed bill from the utility company.
5. The parties agree this tenancy will end on 12:00 pm December 1, 2018, by which time the tenant and any other occupants will have vacated the rental unit.
6. The parties agree that the tenant may end this tenancy prior to October 31, 2018 by giving the landlord at least 30 days' written notice.
7. The parties agree that this tenancy will end by way of this settlement agreement. The 10 Day Notice of May 5, 2018 is cancelled and of no further force or effect.
8. The parties agree that no security deposit is payable for this tenancy.
9. This settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

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 advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 12:00 p.m. on December 1, 2018 or if the tenant fails to abide by the payment schedule delineated above. 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.

I issue a monetary Order in the landlord's favour in the amount of \$3,880.00, to be used **only** in the event that the tenant does not abide by the monetary terms of the settlement agreement outlined above. 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.

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: July 3, 2018

Residential Tenancy Branch