



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNR

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on May 29, 2018. The Tenant disputed a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

The Tenant appeared at the hearing. The Landlord appeared at the hearing with S.A. I explained the hearing process to the parties who did not have questions when asked. The Tenant and Landlord provided affirmed testimony.

Neither party submitted evidence prior to the hearing. The Landlord confirmed he received the hearing package and did not raise any issues in this regard.

During the hearing, the Landlord asked that the rental unit address be amended. This request is reflected in the style of cause and on the orders issued.

Based on comments made by the parties during the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary. I explained the settlement option to the parties and neither had questions when asked. Both parties were agreeable to discussing settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me.

### Settlement Agreement

The Landlord and Tenant agree as follows:

1. The tenancy ended on or about June 15, 2018.

2. The Landlord is entitled to an Order of Possession for the rental unit.
3. The Tenant owes the Landlord \$2,444.00 for two months of unpaid rent. The Landlord is authorized to keep the \$590.00 security deposit towards the unpaid rent. The Landlord is entitled to a Monetary Order in the amount of \$1,854.00 for the balance of the unpaid rent. The Tenant will pay the Landlord \$1,854.00 by April 12, 2019.
4. This agreement is in full and final satisfaction of all issues under the tenancy agreement.

This agreement is fully binding on the parties and is in full and final satisfaction of all issues under the tenancy agreement.

The Landlord is granted an Order of Possession for the rental unit which is effective immediately as the Tenant advised she had vacated the rental unit prior to the hearing. Further, the Landlord had changed the locks on the rental unit. I told the parties it was my view an Order of Possession was unnecessary; however, the Landlord and S.A. took the position that an Order of Possession remained necessary. The Tenant was agreeable to an Order of Possession issuing as she no longer lives at the rental unit.

The Landlord is granted a Monetary Order in the amount of \$1,854.00. If the Tenant fails to pay the Landlord in accordance with the settlement agreement set out above, the Landlord must serve this Order on the Tenant. If the Tenant fails to comply with the Order, the Order may be enforced in the Small Claims Division of the Provincial Court 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 *Act*.

Dated: July 18, 2018

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Residential Tenancy Branch