



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNR MNDC FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. A participatory hearing was held on November 6, 2018. The Landlord applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord and the Tenant both attended the hearing and provided testimony.

### Settlement Agreement

During the hearing, the Landlord agreed to withdraw his application in pursuit of the following settlement agreement. The Tenant consented to this as well.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant will pay the Landlord the outstanding balance of rent (\$2,550.00) by November 9, 2018.
- The Landlord will pay the Tenant \$1,680.00 for work he did on the rental unit by November 9, 2018.
- The Tenant will pay December rent in full by December 1, 2018.

- The Tenant will pay January rent in full by December 15, 2018.
- If the Tenant fails to honour the above payment arrangements, then the Landlord is entitled to an order of possession, effective 2 days after service.
- Regardless of the above payment arrangement, the tenancy will formally end on January 31, 2019.
- An order of possession will be issued to the Landlord for both of these situations, to help support the agreement reached between the parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. Parties are encouraged to try to work together on any remaining issues.

In support of the above agreement, I will issue an order of possession to reflect the end of the tenancy, January 31, 2019. This order may be served if the Tenant fails to move out by this date, regardless of the payment arrangements above.

I will also issue a conditional order of possession, whereby the Landlord can serve and enforce a 2 day order of possession on the Tenant if he fails to meet the payment arrangements listed above.

### Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective **two days after service** on the tenant, which the Landlord may serve and enforce if the tenant fails to make payments as laid out above. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

The Landlord is also granted an order of possession effective **two days after service** on the tenant, which the Landlord may serve and enforce if the tenant fails to move out by January 31, 2019. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

These Orders **must** be read in conjunction with the above mutual settlement agreement.

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: November 07, 2018

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Residential Tenancy Branch