



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNR MNSD / MT CNR ERP

### Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

Landlord:

- an order of possession for unpaid rent and utilities pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 38;

Tenant:

- more time to make an application to cancel the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66;
- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;

The landlord’s application was scheduled as a review hearing pursuant to the *Residential Tenancy Act* (the Act) in response to a successful application filed by the tenants for review of a decision dated November 16, 2018. The orders issued in that decision were suspended pending the outcome of this review hearing. The tenant also subsequently filed her own application and the two applications were scheduled to be heard together.

All named parties attended the hearing. During the hearing, the parties expressed an interest and were successful in resolving this dispute by mutual agreement.

### Terms of Settlement

Pursuant to section 63 of the Act, an 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agrees to withdraw the 10 Day Notice to End Tenancy dated September 25, 2018.
2. The parties agree that the tenant is in rent arrears for a total of \$7450.00 up to and including rent payable for January 1, 2019.
3. The tenant agrees to pay to the landlord an initial payment of \$1000.00 on or before January 20, 2019.
4. The tenant agrees to pay to the landlord the remaining arrears balance of \$6450.00 plus the rent payable for February 2019 on or before February 4, 2019.
5. The landlord is granted a Monetary Order for the full arrears amount of \$7450.00 and the enforceable portion of this order will be reduced in accordance with any payments made to the landlord.
6. The tenant and landlord agree this tenancy will only continue **on condition** that the tenant adheres to the payment schedule as stipulated above. The landlord is granted an **Order of Possession** effective **two days after service of the Order** on the tenant which is to be enforced only if the tenant does not adhere to the payment schedule as stipulated above. This order may be filed in the Supreme Court and enforced as an order of that court. If the tenant complies with the above payment schedule, this order will become void and unenforceable and the tenancy will continue until ended in accordance with the *Residential Tenancy Act*.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

The parties further agreed that this settlement also comprises a full and final settlement of the landlord's application file# 31032930 which was scheduled to be heard on March 28, 2019. The parties are no longer required to attend that hearing.

As the parties have settled this matter and new orders have been issued, the original decision and orders dated November 16, 2018 are hereby set aside.

**This Decision and Settlement Agreement is final and binding on both parties.**

Conclusion

Subject to the conditions described above, I grant an Order of Possession to the landlord effective **two days after service of the Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 67 of the *Act* and subject to the conditions described above, I grant the landlord a Monetary Order in the amount of **\$7450.00**. 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: January 07, 2019

---

Residential Tenancy Branch