



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MEICOR REALTY MANAGEMENT
SERVICES INC and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, ERP

Introduction

This hearing was convened as a result of the Tenants' Application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The Tenants applied to cancel a 10 Day Notice for Unpaid Rent or Utilities (the "10 Day Notice") dated January 3, 2019, and for an order for emergency repairs.

The Tenants as well as the Landlord's agent H.T. attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Settlement Agreement

The opportunity for settlement was discussed with the parties during the hearing. During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the Tenants will pay the outstanding balance of rent owed in the amount of \$58.00 to the Landlord no later than 4:00 PM (Pacific Time) on March 20, 2019.
2. Should the Tenants fail to pay the outstanding balance of rent owed in the amount of \$58.00 to the Landlord on or before 4pm on March 20, 2019, the parties agree that the tenancy will end. The Landlord is provided with an Order of Possession effective two (2) days after service of the order which must only be served if the Tenant fails to meet the payment arrangements agreed upon in section 1.
3. The Landlord agrees to cancel the 10 Day Notice dated January 3, 2019.
4. The Tenants agree to withdraw their Application in full as part of this mutually settled agreement.
5. The Tenant agrees to pay rent when it is due under the tenancy agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord is granted a conditional order of possession, which will be effective two (2) days after service on the Tenants. If the tenant fails to comply with the order of possession it may be filed in and enforced as an order of the Supreme Court of British Columbia.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: February 27, 2019

Residential Tenancy Branch