



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNR

Introduction

On January 18, 2019, the Tenant applied for a Dispute Resolution proceeding seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to Section 46 of the *Residential Tenancy Act* (the “*Act*”).

Both the Tenant and Landlord attended the hearing. All in attendance provided a solemn affirmation.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord, I must consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that complies with the *Act*.

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

Both parties agreed that the tenancy started on September 1, 2017. Rent was established at \$3,320.00 per month, due on the first of each month. A security deposit of \$1,600.00 was paid.

Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The 10 Day Notice to End Tenancy for Unpaid Rent of January 11, 2019 is cancelled and of no force or effect.
2. The Tenant must pay **\$3,320.00** on March 1, 2019.
3. The Tenant must pay **\$5,600.00** on March 15, 2019.
4. The Tenant must pay rent in the amount of **\$3,320.00** on April 1, 2019 as per the tenancy agreement.
5. As per the tenancy agreement, rent is owed each month going forward on the day stipulated.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

If conditions two, three, or four are not satisfactorily complied with, the Landlord is granted an Order of Possession that is effective **2 days after service of this Order** on the Tenant.

In addition, the Landlord is granted a Monetary Order in the amount of **\$8,920.00** if conditions two or three are not satisfactorily complied with. This Order is enforceable only if the Tenant fails to comply with the payment requirements set forth in condition two or three of the settlement above.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I have recorded the terms of settlement in this decision and in recognition of the settlement agreement, based on the above, I hereby order that the 10 Day Notice to End Tenancy for Unpaid Rent of January 11, 2019 to be cancelled and of no force or effect.

In addition, in support of the settlement described above and with agreement of both parties, should the Tenant be in breach of conditions two, three, or four of this decision, the Order of Possession will become effective **2 days after service of this Order** on the Tenant. 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.

As well, in recognition of the settlement agreement, I provide the Landlord with a conditional Monetary Order in the amount of **\$8,920.00** to serve and enforce upon the Tenant, if necessary. The Order must be served on the Tenant by the Landlord. 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: March 1, 2019

Residential Tenancy Branch