



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            CNR, FFT

### Introduction

This hearing was convened as the result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for an order cancelling the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") and for recovery of the filing fee paid for this application.

The parties appeared and each submitted some of their respective positions.

Thereafter a mediated discussion ensued, the parties agreed to resolve their differences, and that I should record the settled decision, as follows:

### **Settled Agreement**

1. The tenant agrees to vacate the rental unit by 1:00 p.m. on September 30, 2019;
2. The tenant agrees to pay the landlord the unpaid rent of \$800.00 for January 2019, and the rent of \$800.00 due for July 2019, on June 26, 2019;
3. The tenant agrees to pay the landlord the monthly rent on time for each month the tenancy continues, through the end of September 2019;
4. The landlord agrees that the tenancy will continue until September 30, 2019, at 1:00 p.m., unless the tenant fails to make the payments as agreed above in sections 2 and 3;
5. The tenant understands the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenant fails to vacate the rental unit by 1:00 p.m., September 30, 2019, or make the required rental payments as agreed above in sections 2 and 3, the landlord may serve the order of possession on the tenant with the understanding that costs of such enforcement are subject to recovery against the tenant;
6. The landlord agrees not to serve the order of possession on the tenant unless the tenant fails to vacate the rental unit by 1:00 p.m. on September 30, 2019, or if the tenant fails to make the required rental payments as agreed above in sections 2 and 3;

7. The tenant may vacate the rental unit earlier than September 30, 2019, upon proper, written notice to the landlord, in the event she secures alternate living accommodation before that time;
8. The parties understand that the tenant will receive a written receipt for any payment of rent made by the tenant; and
9. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the tenant's application and that no finding is made on the merits of the application for dispute resolution or the landlord's Notice.

### Conclusion

The tenant and the landlord have reached a settled agreement as outlined above.

As this application for dispute resolution was resolved by mutual agreement, I informed the tenant that I decline to grant her recovery of her filing fee.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the recorded settlement of the parties 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: June 24, 2019

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Residential Tenancy Branch