



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a 10 Day Notice to End Tenancy for Unpaid rent dated May 8, 2019 ("10 Day Notice").

The Tenant, his father and an agent for the Landlord (the "Agent") appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Neither Party raised any concerns about the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the decision would be emailed to both Parties and any orders sent to the appropriate Party.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree to mutually withdraw the 10 Day Notice dated May 8, 2019.
2. The Tenant withdraws this Application in full, as part of this mutually settled agreement.
3. The Parties agree that the Tenant is in rent arrears for a total of \$1,322.54, up to and including rent payable and late fees for June 1, 2019.
4. The Tenant agrees to pay the Landlord the outstanding rent of \$1,322.54 as soon as possible and by Friday, June 28, 2019 at 4 p.m. at the latest.
5. The Tenant agrees that by July 6, 2019 at 4 p.m. he will pay the Landlord the full rent owing for July 2019 of \$998.77, plus a \$25.00 late fee for a total of \$1,023.77.
6. The Tenant agrees that by August 1, 2019, he will pay the Landlord the full rent owing for August 2019 of \$998.77.
7. The Parties agree that this tenancy will only continue **on the 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 this 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 of British Columbia 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 Act.

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

This matter was resolved by way of a mutually settled agreement. In recognition of this settlement agreement and based on the above, I hereby order that the 10 Day Notice to

End Tenancy for Unpaid rent dated May 8, 2019 is cancelled and is of no force or effect.

In addition, in support of the settlement described above, and with agreement of both Parties, I grant the Landlord a conditional **Order of Possession**, to serve and enforce upon the Tenant, if necessary, **effective two days after service of the Order** on the Tenant. This Order must be served on the Tenant, if the Tenant fails to adhere to the terms of the Settlement Agreement.

I order the Parties to comply with their Settlement Agreement described above.

The tenancy shall continue until ended in accordance with the Act.

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: June 25, 2019

Residential Tenancy Branch