



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* (“Act”) by the Parties (“Application”).

The Tenant filed a claim for:

- An order for regular repairs; and
- An order to reduce the rent for repairs, services or facilities agreed upon but not provided.

The Landlord filed a claim for:

- An Order for \$2,400.00 compensation for lost revenue;
- An Order to recover \$5,100.00 in unpaid rent and utilities – holding the security deposit; and
- For an Order of Possession for unpaid rent and utilities.

The Tenant, C.C., the Landlord, S.C., and an agent for the Landlord, S.M. (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, the Agent, and the Landlord 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 Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

## **Preliminary 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 August 6, 2019.
2. The Parties both withdraw their Applications in full, as part of this mutually agreed settlement.
3. The Parties agree to arrange for a third party to attend the rental unit on behalf of the Landlord on Tuesday, October 15, 2019, to whom the Tenant will pay a total of \$1,926.00 to be delivered to the Landlord for October 2019 rent.
4. The Parties agree that the Tenant's payment of \$1,926.00 to the Landlord equates to full payment of rent for October 2019.
5. The Tenant agrees to contact the welfare office to arrange for her next cheque to be sent directly to the Landlord, S.C., as partial payment for November 2019 rent in the amount of \$926.00. The Tenant said this payment will be made to the Landlord by the welfare office on October 23, 2019 for the November rent payment.
6. The Parties agree to arrange for a third party to attend the rental unit on behalf of the Landlord on Wednesday, October 23, 2019, to whom the Tenant will provide a money order for \$1,000.00 to be delivered to the Landlord for the remaining amount owing for November 2019 rent.
7. The Parties agree that the Tenant's payment of \$1,926.00 to the Landlord equates to full payment of rent for November 2019.
8. The Parties agree that if they adhere to the terms of this Settlement Agreement in full, the tenancy will end on December 1, 2019, at 1:00 pm and that the Tenant agrees to be completely moved out of the rental unit by that date and time.
9. The Parties agree that this tenancy will end on the terms set out in this Settlement Agreement **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 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 this Settlement Agreement.

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 August 6, 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 Landlord is required by section 38 of the Act to (a) return the Tenant's security deposit or (b) apply for dispute resolution to claim against it within fifteen days of the later of (i) the end of the tenancy or (ii) the date the Landlord receives the Tenant's forwarding address in writing.

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: October 10, 2019

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Residential Tenancy Branch