



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER MANAGEMENT LTD
and [tenant name suppressed to protect privacy]

DECISION AND RECORD OF SETTLEMENT

Dispute Codes CNR, OPR, FFT FFL

Introduction

This hearing convened in response to cross-applications by the named parties in which the tenant sought to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent dated October 08, 2019; and, the landlord sought an Order of Possession in respect to the same Notice. Both parties sought recovery of their filing fee. Both parties acknowledged receiving the application, hearing package, and respective evidence of the other.

Settlement

During the hearing the parties discussed their dispute and resolved matters by mutual agreement / settlement, the terms of which are recorded in this Decision and Order pursuant to Section 63 of the *Residential Tenancy Act (the Act)*. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims. The parties confirmed to me that they made their agreement voluntarily and understood the nature of this agreement as full and final settlement of their respective applications in this matter. The parties confirmed to me their settlement as follows.

1. The parties agree that the rent for **October 2019**, in the amount of **\$1125.00**, remains unsatisfied and owing by the tenant as reflected in the landlord's 10 Day Notice to End dated October 08, 2019.
2. The tenant agrees to satisfy the amount of **\$1125.00** within, at most, **60 days** from the date of this Decision.
3. The parties acknowledged the landlord is given a **Monetary Order** in the agreed amount of the arrears of \$1125.00; and, that if the tenant does not satisfy the

amount owed within the agreed time to do so, the landlord may then serve the Order on the tenant. The parties acknowledged that if then necessary the landlord may have the Order enforced.

4. The tenant shall pay the monthly payable rent when due **by no other method than personally to the on-site resident manager of the residential building.** The parties agree the rent may be paid in such manner by **no later than the 3rd day of a given month** solely if the resident manager is not available to receive the rent on the 1st or 2nd day of a given month.

It is my Decision that as the parties have mutually resolved their dispute, they are each responsible for their own filing costs.

ORDERS

*The landlord is given a **Monetary Order** in the amount of **\$1125.00** to reflect condition(s) 1, 2 and 3 of this agreement. If served on the tenant, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.*

Conclusion

The terms of the agreement comprise the full and final settlement of all aspects of this dispute for both parties. So as to perfect the parties' agreement, the landlord's 10 Day Notice dated October 08, 2019 is effectively null and mute.

This Decision and settlement agreement are final and binding.

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: December 09, 2019

Residential Tenancy Branch