



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL, FFL; MT, CNR, RR, FFT

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67; and
- authorization to recover the filing fee for his application, pursuant to section 67.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 30, 2019 ("10 Day Notice"), pursuant to section 46;
- cancellation of the landlord's 10 Day Notice, pursuant to section 46;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for his application, pursuant to section 67.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 46 minutes.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application.

The tenant said that he did not serve his application to the landlord. The landlord said that he did not receive the tenant's application. However, both parties voluntarily agreed to settle the tenant's application at this hearing.

Settlement Terms

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of their dispute:

1. The tenant agreed to pay the landlord full monthly rent by the first day of each month for the remainder of this tenancy;
2. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by condition 1 above. In that event, the landlord's 10 Day Notice, dated September 30, 2019, is cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a three (3) day Order of Possession, which expires on December 13, 2020, if the tenant does not abide by condition 1 above;
4. The tenant agreed to pay the landlord \$1,500.00 by way of direct deposit by January 15, 2020;
 - a. The landlord agreed to accept the above amount towards all outstanding rent, owed for this tenancy, to date;
 - b. The tenant agreed to accept paying the above amount which includes all expenses paid by the tenant for repairs and improvements at the rental unit, to date;
5. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for their applications;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

These particulars comprise the full and final settlement of this dispute. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles their dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached three (3) day Order of Possession to be used by the landlord **only** if the tenant does not abide by condition 1 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on December 13, 2020** and it cannot be served upon the tenant after **December 13, 2020**. The tenant must be served with this Order in the event that the tenant does not abide by condition 1 of the above settlement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant abides by condition 1 of the above settlement, I find that the landlord's 10 Day Notice, dated September 30, 2019, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,500.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$1,500.00 as per condition 4 of the above agreement. The tenant must be served with a copy of this Order. 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.

Both parties must bear their own costs for the \$100.00 filing fees paid for their applications.

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 13, 2019

Residential Tenancy Branch