



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JEANN PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes MT, CNR, DRI, FFT

### Introduction

On November 22, 2019, the Tenant made an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") seeking more time to dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated November 6, 2019. The Tenant also applied to dispute a rent increase; for an order for the Landlord to make repairs to the rental unit, and to suspend or set conditions on the Landlords right to enter the rental unit.

The matter was set for a conference call hearing. The Tenant and Landlord attended the teleconference hearing.

At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

### Preliminary and Procedural Matters

The Tenant corrected the spelling of her name on the application. The Tenant's application is amended accordingly.

The Landlord clarified the legal name of the Landlord on the Tenants application. The Tenants application was amended accordingly.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter on the following conditions:

1. The parties agree that the tenancy will end on **April 1, 2020 at 1:00 p.m.**
2. The Landlord is granted an order of possession effective **April 1, 2020, at 1:00 p.m.** For enforcement, the Landlord must serve the Tenant with the order of possession.
3. The parties agree that the Tenant will pay the rent of \$500.00 per month until the end of the tenancy on April 1, 2020.
4. The Landlord withdraws his 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 6, 2019 in full as part of this mutually settled agreement.
5. The Tenant withdraws her application for Dispute Resolution Proceeding in full as part of this mutually settled agreement.
6. The parties agreed that the Tenant is permitted to remove and keep her plants, fridge, stove, washer, dryer, kitchen cabinets and countertop from the rental unit.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

#### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted an order of possession effective April 1, 2020, at 1:00 p.m. This order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: January 16, 2020

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Residential Tenancy Branch