



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR, OLC**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten Day Notice”) pursuant to section 46;
- An order requiring the landlord to comply with the Act pursuant to section 62;

The tenant attended with her advocate ME (“the tenant”). The landlords attended.

No issues of service were raised. I find the Applicant served the Respondent as required under the *Act*.

The hearing process was explained, and each party had the opportunity to ask questions.

At the outset, the parties explained that RM was the only tenant of the unit. Accordingly, the proceedings were amended to reflect this.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions. The hearing lasted 90 minutes.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The tenant acknowledged owing the landlords \$1,050.00 in outstanding rent and agreed to the issuance to the landlords of a monetary order in this amount which will **not** be served by the landlord if the tenant complies with the terms of this agreement;
2. Commencing April 1, 2020, the tenant agreed to pay the amount owing for outstanding rent by five equal monthly installments in the amount of \$210.00 each ("the outstanding rent payment") on the first of each month for five months until \$1,050.00 is paid in full;
3. The parties agreed the tenant will continue to pay to the landlord monthly rent in the amount of \$1,195.00 on the first of each month;
4. The tenant agreed to pay the rent and the outstanding rent payment referred to in section # 2 (payable for five months) by 1:00 PM on the first day of each month for the next six months beginning April 1, 2020, failing which the landlord will forthwith serve the tenant with an Order of Possession;
5. The parties agreed that an Order of Possession will be issued to the landlord effective on two days notice but will **not** be served by the landlord if the tenant complies with the terms of this agreement.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The settlement was fully discussed in a 90-minute hearing.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following Orders:

1. I issue to the landlord an Order of Possession to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.
2. I issue to the landlord a Monetary Order in the amount of \$1,050.00 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

1. I issue to the landlord an Order of Possession to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this Decision.

Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

2. I issue to the tenant a Monetary Order of \$1,050.00 to be served on the landlord ONLY if the tenant fails to abide by the terms set out in this Decision.

The landlord may file this Order in the Supreme Court of British Columbia (Small Claims division) to be enforced as an Order of that court.

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: March 20, 2020

Residential Tenancy Branch