



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord's Application OPR, MNRL-S, FFL
Tenant's Application CNR

Introduction

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

- A monetary order for rent and/or utilities and authorization to retain security deposit pursuant to sections 38 and 67 of the *Act*, and
- An Order of Possession for unpaid Rent pursuant to sections 46 and 55 of the *Act*.
- Authorization to recover the filing fee from the tenant pursuant to section 72 of the *Act*.

The tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- Cancellation of a 10 Day Notice for unpaid rent or utilities pursuant to section 46 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord was represented by CMW ("landlord"). As both parties were in attendance, service of documents was confirmed.

The landlord confirmed receipt of the tenant's application for Dispute Resolution Proceedings Package and the tenant confirmed receipt of the landlord's application and evidentiary documents. Both parties were prepared to deal with the matters relating to both applications.

Preliminary Issue

The landlord testified the tenant had moved out of the rental unit on March 31, 2020 and the landlord no longer requires an order of possession. The parties agreed this portion of the landlord's and the tenants' claim could be withdrawn by consent.

Amendment

In the landlord's Application for Dispute Resolution, the names of MJ and MW are incorrectly recorded as the Applicant/landlord. Based on a review of all applicable documentation filed in evidence and the representatives' request for amendment, I find it would be reasonable to amend the name of the landlord to the registered Company name and in accordance with the tenancy agreement.

Settlement

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 or an order. 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 all issues currently under dispute at this time:

1. The tenant agrees to pay the landlord \$3,400.00 in full and final settlement of the landlord's monetary claim representing seventeen instalments of \$200.00 per month to pay the rent arrears.
2. The tenant agrees to pay each instalment on the 15th of each month by cheque and to deliver the cheque to the landlord's office.
3. Should the tenant fail to comply, the landlord will return to the Residential Tenancy Branch to apply for a monetary order.

Both parties testified 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 settle all aspects of this dispute.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy

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: April 30, 2020

Residential Tenancy Branch