



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding City2city Real Estate Services
Inc. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR
 MNRL

Introduction

This hearing was scheduled to deal with applications filed by both the tenant and the landlord pursuant to the Residential Tenancy Act ("the Act").

The tenant applied for an order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to sections 46 and 55.

The landlord applied for a monetary order for rent pursuant to section 67.

Both parties attended the hearing and confirmed they received one another's Applications for Dispute Resolution. Neither party raised any concerns with timely service of documents.

Settlement Reached

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. I advised the parties on that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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 parties mutually agree to end this tenancy. This tenancy will end at 1:00p.m. on March 31, 2021 by which time the tenant and any other occupant will have vacated the rental unit.
2. The landlord is entitled to a monetary order for \$13,000.00 representing arrears in rent from January 2020 to October 2020 in the amount of \$4,500.00 plus rent from November 2020 to March 2021 in the amount of \$1,700.00 per month.

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 settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on March 31, 2021 should the landlord be required to do so.

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of \$13,000.00.

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 09, 2021

Residential Tenancy Branch