



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding Golden Fortune Enterprises Ltd. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR | CNR | CNR, RP | CNC

Introduction

This hearing was convened as a result of four applications made by the Tenant under the Residential Tenancy Act (the “Act”) to:

- cancel three 10 Day Notices to End Tenancy for Unpaid Rent or Utilities pursuant to section 46;
- seek an order for the Landlord to make repairs to the rental unit pursuant to section 32; and
- cancel a One Month Notice to End Tenancy for Cause pursuant to section 47.

The Landlord’s agent SK, the Landlord’s witness ET, and the Tenant attended this hearing and gave affirmed testimony.

Settlement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of the issues under dispute in the Tenant’s applications:

1. This tenancy will end on April 11, 2023. The Tenant and any other occupant will vacate the rental unit by 4:30 pm on April 11, 2023.

2. The Tenant will pay the Landlord \$700.00 on April 1, 2023 to cover a half month's rent for April 2023. The parties may retroactively adjust this amount depending on the actual date of move-out.
3. The Tenant will pay rent arrears of \$3,300.00 to the Landlord in six equal instalments as follows:
 - a. \$550.00 due on April 15, 2023
 - b. \$550.00 due on May 15, 2023
 - c. \$550.00 due on June 15, 2023
 - d. \$550.00 due on July 15, 2023
 - e. \$550.00 due on August 15, 2023
 - f. \$550.00 due on September 15, 2023

The parties gave verbal affirmation at the hearing that they understood and agreed to the above settlement terms as final, binding, and enforceable, which resolve the issues raised on the Tenant's four applications heard in this hearing.

I take this opportunity to further remind the parties that their rights and responsibilities under the Act, the regulation, their tenancy agreement continue for the duration of the tenancy.

Pursuant to section 60 of the Act, either party may make claims related to the tenancy within two years of the date that the tenancy ends.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits. To give effect to the above settlement and as further agreed to by the parties during the hearing:

- I grant the Landlord an Order of Possession which orders that the Tenant provide vacant possession of the rental unit to the Landlord by **4:30 pm on April 11, 2023**. This Order may be served upon the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

- I grant the Landlord a Monetary Order for the Tenant to pay the Landlord **\$3,300.00** in six equal installments according to the payment schedule in clause 3 of the above settlement terms. This Order may be served on the Tenant, filed in the Provincial Court of British Columbia, and 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 31, 2023

Residential Tenancy Branch