



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR

Introduction

This hearing was convened as a result of the Tenant's application under section 46 of the *Residential Tenancy Act* (the "Act") to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

The Landlord and 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 this application:

1. This tenancy will end on July 31, 2023. The Tenant and any other occupant will vacate the rental unit by 5:00 pm on July 31, 2023.
2. As at the date of this hearing, the Tenant owes the Landlord \$2,260.00 in rent arrears (the "Rent Arrears").

3. The Landlord agrees to credit the Tenant \$1,542.68 against the Rent Arrears, as reimbursement for repairs to the rental unit made by the Tenant.
4. The Tenant will pay the balance of the Rent Arrears ($\$2,260.00 - \$1,542.68 = \$717.32$) to the Landlord in three instalments as follows:
 - a. \$239.10 due on April 1, 2023
 - b. \$239.10 due on May 1, 2023
 - c. \$239.12 due on June 1, 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 issue raised on this application.

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 of this application. 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 **5:00 pm on July 31, 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 **\$717.32** in three installments according to the payment schedule in clause 4 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 28, 2023

Residential Tenancy Branch