



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNR-MT

### Introduction

The tenant applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution, asking me for the following order against the landlord.

1. Cancellation of a 10-day notice to end tenancy [the 'Notice'], *per* s. 46 of the *Residential Tenancy Act* [the 'Act'].

The tenant appeared at the hearing on 16 March 2023. The landlord also appeared, along with an advocate.

### Settlement of Dispute

During this hearing, and before any evidence was received, the parties settled their dispute. In settling this dispute, they agreed on the following terms [the 'Terms'].

1. The Notice is of no further force or effect.
2. The tenant will pay to the landlord the sum of \$2,650.00 [the 'Unpaid Rent'] before 1 April 2023 [the 'Deadline'].
3. If the tenant does not pay the Unpaid Rent before the Deadline, then, by way of this agreement:
  - a. the tenancy ends at 1:00 p.m. on 1 April 2023 [the 'Move-out Time']; and
  - b. before the Move-out Time, the tenant and any other occupant will vacate the rental unit.
4. The rights and obligations of the parties under the Act continue, including the obligation of the tenant to pay rent on or before first calendar day each month.

5. This settlement comprises the full and final settlement of the tenant's application.

At the hearing, both parties confirmed that they understood and agreed to these Terms and that:

- a) the Terms are final, binding and enforceable; and
- b) the Terms settle all aspects of this dispute.

The parties also confirmed that they agreed to these Terms free of any duress or coercion.

### Conclusion

In light of this settlement, I set aside the Notice and dismiss this application without leave to re-apply.

To give effect to the settlement reached between the parties, as discussed at the hearing, I make the following orders.

I order that the tenant pay to the landlord \$2,650.00 for unpaid rent *per* section 63 of the Act. If the tenant does not comply with my order, then:

- a) I authorise the landlord to retain the tenant's security deposit in partial satisfaction of the Unpaid Rent; and
- b) the landlord may file this order in the Small Claims Division of the Provincial Court of British Columbia, and can then can enforce my order as an order of that court.

I also grant an Order of Possession to the landlord, to be served on the tenant if the tenant fails to pay the Unpaid Rent before the Deadline. If the tenant or any occupant of the rental unit fails to comply with that order, then:

- a) the landlord can file my order with the Supreme Court of British Columbia; and
- b) enforce it as an order of that court.

If the landlord needs to enforce this order, then they can do so as early as the Move-out Time.

I make this decision *per* section 63 of the Act, and on authority delegated to me by the Director of the RTB per section 9.1(1) of the Act.

Dated: 16 March 2023

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Residential Tenancy Branch