



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding TOP VISION REALTY INC. (T.V.R.I.2) and
[tenant name suppressed to protect privacy]

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- An order for the Landlord to make repairs to the unit, site or property
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The parties indicated their intention to settle their dispute.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the Landlord's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. Both Parties agree that the Tenant will pay the Landlord the amount of **\$5,899.13** by 11:59pm on **January 20, 2024**.
2. Both Parties agree that the Landlord will arrange for ServPro to assess the moisture level and potential mold within the rental unit walls by no later than **January 26, 2024**.
3. The Landlord is to be provided with a conditional **Order of Possession**, to be served and enforced **only** if the Tenant fails to complete the agreed upon payment.
4. The Landlord is to be provided with a conditional **Monetary Order**, to be served and enforced **only** if the Tenant fails to complete the agreed upon payment.
5. Both parties agree to remove their claim to recover the filing fee for this application.
6. Both parties agreed that these particulars comprise the full settlement of all aspects of the Landlord's current application for dispute resolution.

Conclusion

In order to give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord conditional on the Tenant's failure to comply with agreement outlined above. If the Order is served, the Tenant must vacate the premises within two days of service. Upon service of the Order, should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to give effect to the above settlement reached between the parties, I grant a Monetary Order in the Landlord's favour in the amount of \$5,899.13, conditional on the Tenant's failure to comply with agreement outlined above. If the Order is served, it may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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 Act.

Dated: January 19, 2024

Residential Tenancy Branch