



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 146781 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNR OPL FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The Landlord applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord and the Tenant both attended the hearing and provided affirmed testimony.

### Settlement Agreement

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

Both parties agree:

- Monthly rent, going forward, will be \$400.00 per month, due on the first of the month, and includes basic utilities (the same ones that were previously included)
- The Tenant will pay \$400.00 rent for July no later than July 12, 2024.
  - If the Tenant does not, the Landlord may serve and enforce the attached order of possession.
- The Tenant will pay \$400.00 rent on the first of the month, for August and September, respectively.

- If the Tenant fails to make these payments, the Landlord may serve and enforce the attached order of possession.
- The Notices to End Tenancy are cancelled and of no force or effect.
- The parties mutually agree to end the tenancy as of September 30, 2024.
  - If the Tenant fails to move out by this date, the Landlord may serve and enforce the attached 2 Day Order of Possession

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. Parties are encouraged to try to work together on any remaining issues.

The Landlord is at liberty to apply for monetary compensation if the Tenant fails to pay the above noted amounts, and if the parties are unable to resolve this issue on their own.

### Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective **two days after service** on the tenant, which the Landlord may serve and enforce if the tenant fails to make payments as laid out above or if the Tenant fails to move out by September 30, 2024. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

These Orders **must** be read in conjunction with the above mutual settlement agreement.

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: July 09, 2024

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Residential Tenancy Branch