



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing

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## **DECISION**

Dispute Codes      CNR RP OLC OPR-DR MNR-DR FFL

### Introduction

The Tenant sought an order canceling a notice to end the tenancy, along with an order for repairs and an order for Landlord compliance.

The Landlord sought an order of possession and a monetary order for unpaid rent, along with a claim to recover the cost of his application fee.

### Settlement Agreement

The parties both testified and, after some discussion, were able to reach a settlement.

This settlement pertains to all claims made by both parties except for the Tenant's claims for an order for repairs and for landlord compliance. Those two claims are dismissed with leave to reapply; while the Tenant may file a new application regarding repairs, I would strongly encourage the parties to work together in resolving whatever repairs need to happen.

The parties agreed to the following terms:

1. That the Tenant will pay the Landlord \$1,700.00 (for arrears) no later than Friday, November 15, 2024. The Tenant may pay this amount any time on Friday, but it must be paid no later than 11:59 PM on that date.
2. If the Tenant pays the full amount of \$1,700.00 to the Landlord by Friday, then the tenancy will continue.
3. If the Tenant does not pay the full amount of \$1,700.00 to the Landlord by Friday, then the Landlord may, at any time after Friday, serve both an order of possession and a monetary order on the Tenant. If that occurs, then the Tenant will be legally required to vacate the property within seven (7) days after receiving the order of possession.

4. The Tenant agrees to pay her portion of the rent (\$1,100.00) on time on December 1, 2024, and on the first day of every month thereafter while she lives in the property.

This decision, including the terms of the settlement, is made on delegated authority under section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 12, 2024

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