



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, MNR, MNDC, OLC, ERP, RP, PSF, RR

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- a monetary order for the cost of emergency repairs and compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs and emergency repairs to the rental unit pursuant to section 33;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- an order to the landlord to provide services or facilities required by law pursuant to section 65;

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant confirmed that he received the landlord's 10 Day Notice posted on his door on December 28, 2013. In accordance with sections 88 and 90 of the *Act*, I am satisfied that the tenant was deemed served with the landlord's 10 Day Notice on December 31, 2013, the third day after its posting.

The tenant testified that he served a copy of his dispute resolution hearing package containing his original application for a monetary award of \$220.86 by hand on January 12, 2014. The landlord confirmed that he received the tenant's original hearing package on that date as claimed by the tenant. I am satisfied that the tenant served this original hearing package to the landlord in accordance with section 89 of the *Act*.

The tenant testified that he had not served the landlord with a copy of his amended application for dispute resolution in which he had increased the amount of his requested monetary award from \$220.86 to \$4,974.68. Since the tenant's amended application has not been served to the landlord, I advised the parties at the hearing that I could not consider the tenant's amended application at this hearing.

#### Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? Is the tenant entitled to a monetary award? Should any other orders be issued with respect to this tenancy?

#### Analysis

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. 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.

Both parties agreed to the resolution of all issues currently under dispute arising out of this tenancy under the following final and binding terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on March 30, 2014, by which time the tenant will have vacated the rental unit.
2. The tenant agreed to withdraw his application for a monetary award and the remaining requests for orders against the landlord.
3. Both parties agreed that they will not initiate any new application for dispute resolution seeking a monetary award for issues currently under dispute with respect to this tenancy.
4. The landlord agreed to withdraw his 10 Day Notice issued on December 28, 2013, which is no longer of force or effect.
5. The landlord agreed to leave a disposal bin at the rental property and the tenant agreed to clean up the rental property to the extent possible.
6. The tenant agreed to undertake painting of the rooms discussed during the hearing by the end of his tenancy.
7. The landlord agreed to forego collecting rent for March 2014, provided the tenant conducts painting of portions of the rental unit as discussed at the hearing.
8. The tenant agreed to remove the existing carpeting in the rental unit and place it in the disposal bin provided by the landlord.
9. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently under dispute arising out of this tenancy and furthermore agreed that neither party will commence any new initiative to obtain

a monetary award from one another arising out of matters currently under dispute arising out of this tenancy.

10.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement by 1:00 p.m. on March 30, 2014. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 10 Day Notice is set aside and is of no force or effect.

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: February 21, 2014

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Residential Tenancy Branch

