



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR ERP MNDC RP RR

Introduction

This hearing dealt with applications from both parties pursuant to the *Residential Tenancy Act* ("Act"):

The tenant applied to:

- cancel a 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") pursuant to section 47 of the *Act*;
- a Monetary Order for damage or loss under section 67 of the *Act*;
- an order compelling the landlord to make emergency repairs and repairs to the unit pursuant to section 32 of the *Act*;
- an order allowing the tenant to reduce the rent for repairs pursuant to section 65 of the *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

The landlord applied for:

- an Order of Possession for unpaid rent pursuant to section 55 of the *Act*;
- a Monetary Order to damage to the unit and unpaid rent pursuant to section 67 of the *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The tenant confirmed receipt of the landlord's 10 Day Notice, and the landlord's evidentiary package. The landlord confirmed receipt of the tenants' application for dispute resolution package. In accordance with sections 88 and 89 of the *Act*, I find that both parties were duly served with these documents.

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, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The landlord agreed to withdraw the 10 Day Notice issued to the tenant on February 2, 2017.
2. The tenant agreed to vacate the unit by 1:00 P.M. on March 31, 2017.
3. The tenant agreed to pay the landlord \$1,950.00 for unpaid rent. The landlord agreed to accept this amount in satisfaction for all monetary orders related to this matter.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion.

Both parties must bear the cost of their own filing fees.

Conclusion

The landlord is given an Order of Possession to be used in the event that the tenant does not vacate the rental unit in accordance with this agreement. The tenant is ordered to vacate the rental unit by 1:00 PM on March 31, 2017. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I am making a Monetary Order of \$1,950.00 in favour of the landlord.

The landlord is provided with formal Orders in the above terms. Should the tenant fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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: March 7, 2017

Residential Tenancy Branch