



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR RP LRE FFT

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;
- an order to the landlord to make repairs or emergency repairs to the rental unit pursuant to section 33;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- authorization to recover the filing fee for this application from the landlord, 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 make submissions, to call witnesses and to cross-examine one another.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application"). In accordance with section 89 of the *Act*, I find that the landlord was duly served copies of the tenant's application. All parties confirmed receipt of each other's evidentiary materials.

During the hearing the tenant acknowledged that the landlord has not contravened the *Act* by entering the rental unit without proper notice or permission of the tenant. The tenant was informed that section 70 of the *Act* only applies to the landlord's right to enter the rental unit, and not mice. As the tenant confirmed that he does not require an order to suspend or set conditions on the landlord's right to enter the rental unit, this portion of the tenant's application is cancelled.

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. Both parties entered into a mutual agreement that this fixed term tenancy will end on December 31, 2019 at 4:00 p.m., by which date the tenant and any other occupants will have vacated the rental unit.
2. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy, effectively ending the fixed-term tenancy, and not on the basis of the 10 Day Notices for Unpaid Rent issued by the landlord.
3. The tenant agreed to pay the December 2019 rent by way of electronic transfer by December 6, 2019.
4. Both parties agreed that the landlord would attend at 3:00 p.m., on Saturday, December 8, 2019 to patch up the hole where the mice are entering.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

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 testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 4:00 p.m. on December 31, 2019. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant(s) does not abide by condition #1 of the above settlement. 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.

In order to implement the above settlement reached between the parties, I issue a Monetary Order in the landlord's favour in the amount of \$980.00 for the December 2019 rent. The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible in the event that the tenant does not abide by condition #3 of the above agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The filing fee is a discretionary award issued by an Arbitrator usually after a hearing is held and the applicant is successful on the merits of the application. As I was not required to make a decision on the merits of this case, I find that the tenant is not entitled to recover the \$100.00 filing fee paid for this application. The tenant must bear the cost of this filing fee.

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: December 3, 2019

Residential Tenancy Branch