



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding M123456  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNR FFT MNDCT RP**

### **Introduction**

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten-Day Notice”) pursuant to section 46;
- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- An order requiring the landlord to carry out repairs pursuant to section 32;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The landlord’s agents GM, MM and SM attended (“the landlord”). The tenant attended. The hearing process was explained, and an opportunity was given to ask questions about the hearing process. Each party had the opportunity to call witnesses and present affirmed testimony and written evidence. No issues of service were raised. I find the tenant served the landlord in accordance with section 89 of the *Act*.

The parties consented to the amendment of the landlord’s name to reflect the correct corporate name and the tenant’s name to remove the name of the minor son.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so 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:

**The parties agreed as follows:**

1. The tenancy between the parties will end at 1:00 PM on February 15, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The tenant's claims to cancel the landlord's Notice is dismissed without leave to reapply.
3. The remainder of the tenant's claims are dismissed with leave to reapply.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following orders:

I issue to the landlord an Order of Possession dated 1:00 PM on February 15, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement.

Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Conclusion

I issue to the landlord an Order of Possession dated 1:00 PM on February 15, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement.

Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme 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: January 10, 2020

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Residential Tenancy Branch