



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      LRE, MT, OLC, RP, CNR, FFT, CNC  
FFL, OPR, OPC, MNRL, MNDL

### Introduction

This hearing convened as a result of cross applications. In the Tenants' Application, filed on January 8, 2020, they sought the following relief:

- an order canceling a 1 Month Notice to End Tenancy for Cause issued on December 24, 2020 (the "1 Month Notice");
- an order canceling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on January 6, 2020 (the "10 Day Notice");
- an Order that the Landlord
  - comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the tenancy agreement;
  - make repairs to the rental unit;
  - be restricted from entering the rental unit; and,
  - recovery of the filing fee.

In the Landlord's Application, filed on February 11, 2020 the Landlord sought the following relief:

- an Order of Possession based on the 1 Month Notice and the 10 Day Notice;
- monetary compensation for unpaid rent;
- monetary compensation for damage to the rental unit and losses incurred by the Landlord related to the tenancy; and,
- recovery of the filing fee.

The hearing of the cross applications was scheduled for 9:30 a.m. on March 10, 2020. Both parties called into the hearing and were provided the opportunity to present their

evidence orally and in written and documentary form and to make submissions to me. The Tenants were represented by an Agent, J.H. and the corporate Landlord was represented by A.B.

### Settlement and Conclusion

During the hearing the parties resolved some of the matters raised in their respective Applications by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of their settlement follow.

### Settlement and Conclusion

1. By no later than 4:00 p.m. on March 10, 2020, the Tenants shall pay to the Landlord, by electronic transfer, the outstanding rent of \$3,030.00. For the purposes of this transfer I have provided the Landlord's email address on the unpublished cover page of this my Decision.
2. Provided that the above payment is made, the tenancy shall end on March 31, 2020. In furtherance of this, the Landlord is granted an Order of Possession effective 1:00 p.m. on March 31, 2020. The Landlord must serve the Order on the Tenants as soon as possible and may if necessary, file and enforce the Order in the B.C. Supreme Court.
3. Should the Tenants not make the \$3,030.00 payment by 4:00 p.m. on March 10, 2020, the tenancy shall end within two days of service of the Order of Possession by the Landlord. In furtherance of this, the Landlord is granted:
  - a. an Order of Possession effective 2 days after service. The Landlord must serve the Order on the Tenants as soon as possible and may if necessary, file and enforce the Order in the B.C. Supreme Court; and,

- b. a Monetary Order in the amount of \$3,030.00. The Landlord must serve the Monetary Order on the Tenants and may file and enforce the Monetary Order in the B.C. Provincial Court (Small Claims Division).
- 4. As the tenancy is ending, the Tenants' claims for an Order that the Landlord:
  - a. comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the tenancy agreement;
  - b. make repairs to the rental unit; and
  - c. be restricted from entering the rental unitare dismissed without leave to reapply.
- 5. The Landlord's claim for monetary compensation for damage to the rental unit and losses related to the tenancy are dismissed with leave to reapply. The Landlord is also at liberty to apply for further monetary compensation for loss of rent should the rental unit not be rented as of April 1, 2020.
- 6. The parties shall each bear the cost of their own 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: March 10, 2020

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Residential Tenancy Branch