



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDCT, RR, CNC**

OPR-DR, OPRM-DR, FFL

Introduction

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the *Residential Tenancy Act* ("Act").

The landlord applied for:

- An order of possession by direct request, for unpaid rent or utilities pursuant to sections 46 and 55;
- A monetary order for unpaid rent pursuant to sections 67; and
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant applied for:

- A monetary order for damages or compensation pursuant to section 67;
- An order to reduce rent for repairs/services/facilities agreed upon but not provided pursuant to section 65; and
- An order to cancel a One Month Notice To End Tenancy for Cause pursuant to sections 47 and 55.

Both the landlord and the tenant attended the hearing. As both parties were present, service of documents was confirmed. Both parties acknowledged receipt of each other's Applications for Dispute Resolution and stated they had no concerns with timely service of documents.

Preliminary Issue

The tenant filed an application to dispute a one month notice to end tenancy for cause however filed a copy of the notice to end tenancy for unpaid rent. The landlord also sought to end tenancy for unpaid rent in his application. As it was apparent to me that

the tenant intended to dispute a notice to end tenancy for unpaid rent, I amend the tenant's application to reflect the same pursuant to section 64(3) of the Act.

Residential Tenancy Branch Rules of Procedure, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in an application with or without leave to apply. I determined that the issue of disputing the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities would be determined during this hearing and the remainder of the tenant's application would be dismissed with leave to reapply.

Settlement Reached

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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 parties mutually agree to end the tenancy. This tenancy will end at 1:00 p.m. on January 16, 2021 by which time the tenant and any other occupant will have vacated the rental unit.
2. The rights and obligations of the parties under the *Act* continue until the tenancy ends.
3. The landlord is to retain the tenant's entire security deposit and pet damage deposit in full and final settlement of his application for arrears in rent.
4. The notice to end tenancy issued on October 7, 2020 is cancelled and of no further force or effect.

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.

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on January 16, 2021 should the landlord be required to do so.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, the landlord's filing fee will not be recovered.

The remainder of the tenant's application is dismissed with leave to reapply.

Conclusion

I grant an Order of Possession to the landlord effective **at 1:00 p.m. on January 16, 2021**. Should the tenants or anyone on the premises fail to comply with this Order, this Order may be filed and enforced in 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 05, 2021

Residential Tenancy Branch