



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPRM-DR, OPR-DR, FFL

CNR, MNRT, MNDCT, RR, OLC, RP, FFT

Introduction

The words tenant and landlord in this decision have the same meaning as in the Act, and the singular of these words includes the plural.

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

The landlord applied for:

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

The tenants applied for:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to sections 46 and 55;
- A monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- A monetary order for damages or compensation pursuant to section 67;
- An order for a reduction of rent pursuant to sections 32 and 62;
- An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62;
- An order for regular repairs to be done to the rental unit pursuant to section 32;
- Authorization to recover the filing fees from the landlord pursuant to section 72.

Preliminary Issue

Rule of Procedure 6.2 allows an arbitrator to decline to hear or dismiss unrelated issues. I determined the tenant's application to cancel the landlord's notice to end ("Notice") and the landlord's application to end the tenancy were related and could be heard together. The tenant's other issues are not sufficiently related, and I exercise my discretion to dismiss them 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 agree to a mutual agreement to end the tenancy. This tenancy will end at 1:00 p.m. on February 6, 2021 by which time the tenants and any other occupant will have vacated the rental unit.
2. The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities is cancelled and of no further force or effect.
3. The tenant agrees that the landlord is entitled to a monetary order in the amount of \$4,850.00, less the security deposit of \$1,250.00 = \$3,600.00.

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 February 6, 2021, should the landlord be required to do so.

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of \$3,600.00.

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

Conclusion

I grant an Order of Possession to the landlord effective at 1:00 p.m. on February 6, 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.

I issue a monetary order in the landlord's favour in the amount of \$3,600.00.

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 26, 2021

Residential Tenancy Branch