



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **CNR, RP, PSF, OLC**  
                                 **CNR, RP, OLC**

**OPR-DR, OPRM-DR, FFL**

### **Introduction**

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

The tenant filed two applications. The first application was for:

An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to sections 46 and 55;

An order for regular repairs pursuant to sections 32 and 62;

An order to provide services or facilities required by a tenancy agreement or law pursuant to section 62;

An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62.

The tenant’s second application was for:

An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to sections 46 and 55;

An order for regular repairs pursuant to sections 32 and 62; and

An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62.

The landlord applied for:

An Order of Possession for unpaid Rent pursuant to sections 46 and 55;

An order of possession and a monetary order for unpaid rent pursuant to sections 46, 55 and 67;

Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord and both of the tenants attended the hearing. As all parties were present, service of documents was confirmed. Each party acknowledged service of one another's Applications for Dispute Resolution packages and stated they had no concerns with timely service of documents.

#### Preliminary Issue

Rules 2.3 and 6.2 of the Residential Tenancy Branch Rules of Procedure ("Rules") allow an arbitrator to consider whether issues are related and if they would be heard at the same time. I determined that the primary issue before me was whether I would uphold or cancel the landlord's multiple notices to end tenancy and that the remaining issues sought on the tenant's Application for Dispute Resolution Proceedings Package were unrelated. As such, I dismissed the remainder of the tenant's applications 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. 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 March 31, 2021 by which time the tenants and any other occupants will have vacated the rental unit.
2. The landlord's 10-day notices are all cancelled and of no further force or effect.
3. The tenants acknowledge they owe arrear in rent in the amount of \$7,800.00 representing rent from December 2020 to March 2021.
4. The parties agree that the landlord may retain the tenants' \$1,100.00 security deposit and \$550.00 pet damage deposit in partial satisfaction of the landlord's monetary order.
5. The landlord will therefore be entitled to a monetary order in the amount of \$6,150.00.

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 March 31, 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 **\$6,150.00**.

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

#### Conclusion

I grant an Order of Possession to the landlord effective **at 1:00 p.m. on March 31, 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 **\$6,150.00**. The tenant must be served with this Order as soon as possible. Should the tenant 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.

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 18, 2021

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Residential Tenancy Branch