



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC, LRE

Introduction

The tenant filed an Application for Dispute Resolution on July 5, 2021 seeking the landlord's compliance with the legislation and/or tenancy agreement, and restrictions on the landlord's right to enter the rental unit. The tenant added a second Application on July 14, 2021 seeking a cancellation or withdrawal of the 10-Day Notice to End Tenancy for Unpaid Rent, issued by the landlord in July. Both the Applications were joined, and the matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on October 19, 2021.

Both parties, with assistants, attended and confirmed they received the evidence prepared by the other, in advance of the hearing. The landlord also mentioned a two other Applications of the tenant scheduled for December 17, 2021.

With news from the tenant who attended the hearing, I amended the Applicants' names in the Application to show there is only one tenant who now resides at the rental unit address.

Settlement Terms

The landlord proposed to end the tenancy in a manner that was agreed upon by both parties. The parties entered a mediated discussion about possibilities for ending the tenancy, and how existing amounts of rent owing factor in to an agreed-upon end-of-tenancy date.

Pursuant to s 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties agree on the terms, the settlement may be recorded in the form of a

decision. After discussion on these issues and the practical matter of ending the tenancy, both parties reached an agreement on the end-of-tenancy date.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenancy shall end on November 15, 2021 by 1:00pm.
2. The tenants shall not pay rent amounts owing for September or October 2021.
3. Should the tenants fail in vacating by November 15, 2021, they are liable for these September and October 2021 full rent.
4. The tenant shall not apply for the *Act* s. 79 review of this decision or the associated orders.
5. The tenant shall withdraw their two Applications (filed August 16 and August 20, 2021), both joined, for the future dispute resolution hearing on December 17, 2021.

The tenant agreed that this settlement agreement constitutes a final and binding resolution of their Applications at this hearing. Given that the tenancy will end on November 15, 2021, I find the landlord's compliance with the legislation/tenancy agreement, or restrictions on the landlord's entry is not relevant to the parties' relation going forward. These portions of the tenant's Application are dismissed without leave to reapply.

These particulars above comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable and settle all aspects of this dispute.

Conclusion

The landlord's 10-Day Notice to End Tenancy for Unpaid Rent, issued in July, is cancelled and of no force or effect.

To give effect to the settlement reached between the parties, and as advised to the parties in the hearing, I issue the attached Order of Possession to be used by the landlord only if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on November 15, 2021. The landlord must serve the tenant this Order only if

the tenant and any other occupant fail to vacate the rental premises by that time. Should the tenant fail to comply with the Order of Possession, it may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement between the parties and advised to both parties during the hearing, I issue a Monetary Order in the landlord's favour in the amount of \$3,600. I issue this to the landlord in support of the above agreement for use only in the event the tenant does not abide by #1 above. The landlord must serve the Order as soon as possible after a failure to comply with #1 above. Should the tenant fail to comply with this Monetary Order, the landlord may file this in the Small Claims Division of the Provincial Court where it may be enforced as an Order of that Court.

This decision/agreement is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: October 20, 2021

Residential Tenancy Branch