



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      For the tenant, application 1: CNL-4M, RP, PSF, FF  
For the tenant, application 2: CNR, RR, RP, LRE, FF  
For the landlord: OPR-DR, MNR-DR, FF

### **Introduction**

This hearing was convened as the result of multiple applications for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The tenants first applied for:

- an order cancelling a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit (Notice);
- an order requiring the landlord to make repairs to the rental unit;
- an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act; and
- to recover the cost of the filing fee.

The tenants applied again for:

- an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the landlord;
- a reduction in monthly rent;
- an order requiring the landlord to make repairs to the rental unit;
- an order suspending or setting conditions on the landlord's right to enter the rental unit;
- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement; and
- to recover the cost of the filing fee.

The landlord applied for:

- an order of possession of the rental unit pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) served to the tenant;
- a monetary order for unpaid rent; and
- to recover the cost of the filing fee.

The tenants' two applications were listed as repeated applications and put together by the Residential Tenancy Branch (RTB) in the same hearing with the landlord's cross application. It was not made clear which of the tenants' two applications were crossed with the landlord's application. Despite this, the hearing continued on all applications.

The parties attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited under the RTB Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. Both parties affirmed they were not recording the hearing.

Thereafter both parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

After a limited amount of testimony, the parties agreed to a resolution of the matter of vacant possession of the rental unit.

### **Preliminary and Procedural Matter #1 –**

The landlord confirmed that he did not serve his Application for Dispute Resolution, evidence, and Notice of Hearing (application package) to the tenants as required by the Act and Rules, as he misunderstood that he had to do so. As a result, I dismiss the landlords' application, with leave to reapply. However, the matter of possession of the rental unit is being settled.

**Preliminary and Procedural Matter #2 –**

Rule 2.3 of the Rules authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on their two applications, the most urgent of which is the application to cancel the 10 Day Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenants' request to cancel the 10 Day Notice. The balances of the tenants' two applications are dismissed, with leave to re-apply, except for the tenants' request to cancel the Four Month Notice to End Tenancy, which I dismiss without leave to reapply. The evidence provided by the tenants show that they were not issued a Four Month Notice to End Tenancy.

Leave to reapply is not an extension of any applicable time limit.

**Settlement**

During the hearing the parties reached a settlement. Pursuant to section 63 of the Act, I record their agreement in this my Decision and resulting order. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the portion of the tenants' application for cancellation of the 10 Day Notice or the merits of the 10 Day Notice.

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 the settlement are as follows.

1. The tenant agrees to vacate the rental unit by 1:00 p.m. Pacific Time on December 25, 2021; and
2. The tenant understands the landlord will be issued an order of possession of the rental unit, based upon the settled agreement, and that if the tenant fails to vacate the rental unit by 1:00 p.m. Pacific Time, December 25, 2021, the landlord may serve the order of possession on the tenants for enforcement purposes.

I order the parties to comply with their settlement and the resulting order.

The tenant is cautioned that if they do not voluntarily comply with the order of possession by vacating the rental unit by the agreed upon date and time, **costs of enforcement, such as bailiff fees, are subject to recovery from the tenants.**

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

As this matter was settled, I have not granted either party recovery of their filing fee.

**Additional matters –**

Section 55(1.1) of the Act states if a tenant's application is in relation to a landlord's notice to end a tenancy for non-payment of rent, which is in the proper form and content, and if that application is dismissed, the director must grant an order requiring the payment of the unpaid rent.

As these matters were settled, I decline to grant the landlord a monetary order for unpaid monthly rent. The landlord did confirm that he was paid the monthly rent listed on the Notice as well as additional rents. However, the landlord failed to provide a specific breakdown or accounting of the monthly rent paid. The landlord is at liberty to re-apply for any further unpaid monthly rent.

This decision containing the recorded settlement of the parties 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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: November 30, 2021

---

Residential Tenancy Branch