



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **CNR**

**MNR-DR, OPR-DR**

### **Introduction**

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

The tenant applied for an order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55.

The landlord applied for:

A monetary order for unpaid rent, by direct request, pursuant to sections 26 and 67; and  
An order of possession for unpaid rent, by direct request, pursuant to sections 46 and 55.

Both the tenant and the landlord attended the hearing. Both parties acknowledged service of one another's Notice of Dispute Resolution Proceedings packages and stated they had no issues with timely service of documents.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules"). The parties were informed that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

### **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. At the commencement of 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 this tenancy. This tenancy will end at 1:00 p.m. on March 1, 2022, by which time the tenant and any other occupant will have vacated the rental unit.
2. The tenant agrees that the landlord is entitled to a monetary order in the amount of \$25,200.00.
3. The landlord will apply the tenant's \$1,800.00 security deposit to the monetary order for a sum total of \$23,400.00.
4. The notice to end tenancy is cancelled and of no further force or effect.
5. The rights and obligations of the parties under the Act continue until the tenancy ends.
6. The landlord may serve the settlement agreement and orders to him via email at the address listed on the cover page of this decision.

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. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

### Conclusion

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 1, 2022, 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 \$23,400.00.

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 31, 2022

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Residential Tenancy Branch