



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

Tenant Application: CNR  
Landlord Application: MNR-DR, OPR-DR, FF

### **Introduction**

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

The tenant applied for:

- an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the landlord; and
- to recover the cost of the filing fee.

The landlord cross 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 tenant and the landlord's agent attended, and the hearing process was explained to the parties.

The tenant said that the parties reached a settlement of the monetary claim of the landlord prior to the hearing. The landlord requested that the settlement be written and they agreed that I would record that settlement.

The parties both confirmed that the tenancy was over, as the tenant vacated the rental unit on or about January 20, 2021, and that the landlord did not require or seek an order of possession of the rental unit.

### **Settlement and Conclusion**

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 parties' respective claims.

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 landlord agrees to reduce their monetary claim to \$17,700 and the tenant agrees to pay this amount.
2. The tenant and the landlord agree that the tenant will make four (4) equal payments in satisfaction of this amount, as follows: \$4,425 on or before February 15, 2022, \$4,425 on or before April 15, 2022, \$4,425 on or before May 15, 2022, and \$4,425 on or before June 15, 2022.
3. The tenant agrees that the landlord will keep the tenant's security deposit, as part of this settlement and in consideration of reducing their original monetary claim.

### **Conclusion**

I order the parties to comply with the terms of their settled agreement.

I do not issue the landlord a monetary order, as this issue did not form a part of their settlement reached prior to the hearing.

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 I have not considered the merits of either application, I do not award either party recovery of their filing fee.

This decision containing the parties' settled agreement 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 24, 2022

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Residential Tenancy Branch