



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with multiple applications filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for an order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55.

Both the tenant and the landlord attended the hearing. As both parties were present, service of documents was confirmed. The landlord acknowledged receipt of the tenant’s Notices of Dispute Resolution Proceedings and the tenant acknowledged service of the landlord’s evidence. Neither party stated they had any 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.

### Background and Evidence

The parties agree on the following facts. The tenancy began on December 1, 2009. At the commencement of the tenancy, the tenant paid a security deposit in the amount of \$575.00. Rent is currently set at \$1,221.00 per month.

In January, 2022 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities and a hearing has been set for April 5, 2022 to dispute that notice. The file number for the future hearing is recorded on the cover page of this decision.

### 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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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 February 28, 2022, by which time the tenant and any other occupant will have vacated the rental unit.
2. The rights and obligations of the parties continue until the tenancy ends.
3. The landlord is entitled to a monetary order in the amount of \$992.00 representing arrears in rent up to the date of today's hearing.
4. Each of the notices to end tenancy issued under section 46 are cancelled and of no further force or effect.
5. The hearing set for April 5, 2022 is cancelled. Neither party is required to attend it.

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.

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 February 28, 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 \$992.00.

The landlord continues to hold the tenant's security in the amount of \$575.00. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's security deposit in partial satisfaction of the monetary award. (\$992.00 - \$575.00 = \$427.00).

Conclusion

I grant an Order of Possession to the landlord effective at 1:00 p.m. on **February 28, 2022**.

I issue a monetary order in the landlord's favour in the amount of **\$427.00**.

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 24, 2022

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Residential Tenancy Branch