



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, LRE, FFT; OPR, MNRL, MNDCL, MNDL-S, FFL

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear crossed applications regarding a residential tenancy dispute.

The Tenant applied for:

- an order to cancel a 10 Day Notice to End Tenancy, dated November 8, 2021;
- an order to suspend or set conditions on the Landlord's right to enter the rental unit; and
- the filing fee.

The Landlord applied for:

- an order of possession, having served the 10 Day Notice;
- a monetary order to recover money for unpaid rent;
- compensation for monetary loss or other money owed;
- compensation for damage caused by the Tenant, their pets, or guests; and
- the filing fee.

### Settlement

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 during the hearing 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 would hear the parties' testimony and make a decision

based on the verbal and documentary evidence before me. The parties were able to turn their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following binding settlement term:

- 1) The Tenant will deliver full and peaceable vacant possession of the rental unit to the Landlord by 1:00 p.m. on October 31, 2022.

Both parties testified at the hearing that they understood and agreed to the above term, free of any duress or coercion. Both parties testified that they understood and agreed that the above term will 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 Tenant's and Landlord's applications before me.

In support of the settlement, I grant the Landlord an order of possession effective October 31, 2022 at 1:00 p.m.

The Tenant must pay rent of \$1,300.00 in full on the first day of each month for the duration of the tenancy, as required by the tenancy agreement and the Act.

### Conclusion

The parties reached a settlement; the tenancy will end on October 31, 2022, at 1:00 p.m.

I order the parties to comply with the settlement agreement set out above.

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: February 10, 2022

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Residential Tenancy Branch