



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDCT, RR, PSF / CNR, OLC, MNDCT, RR, PSF / OPC
FFL

Introduction

This hearing dealt with three applications pursuant to the *Residential Tenancy Act* (the “Act”). One application of the landlord for:

- an order of possession for cause pursuant to section 55;
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

And two applications of the tenants for:

- the cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent (the “**Notice**”) pursuant to section 46;
- the cancellation of the One Month Notice to End Tenancy for Cause (the “**Notice**”) pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order that the landlord provide services or facilities required by law pursuant to section 65; and
- monetary orders for compensation for damage or loss under the Act, regulation or tenancy agreement in the combined amount of \$4,267 pursuant to section 67.

Tenant ER attended the hearing on behalf of both tenants. The landlord attended the hearing.

Settlement

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, 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:

- 1) The tenants will provide the landlord with vacant possession of the rental unit on or before April 30, 2022.
- 2) The tenants may deduct \$400 from their monthly rent for April 2022.
- 3) The landlord will deal with the security and pet damage deposits in accordance with the Act (including section 38) at the end of the tenancy.
- 4) The tenants will provide the landlord with their forwarding address at the end of the tenancy.
- 5) The landlord will provide the tenants with quiet enjoyment of the rental unit for the duration of the tenancy, as required by the Act.
- 6) The landlord will post invoices for utilities for the rental unit on the door of the rental unit for the months of November 2021 to March 2022, as well as any future utilities invoices.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

The tenant also demanded that this decision record the fact that she stated that she intended to refuse the landlord's entry into the rental unit on March 8th, 2022. The parties agreed that this decision should record the fact that I advised her that such a refusal may amount to a breach of the Act, but that I explicitly make no finding one way or the other.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of the applications.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord on or before April 30, 2022.

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: March 8, 2022

Residential Tenancy Branch