



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OLC, CNR, FFT**
 MNRT, CNR, FFT
 CNR, FFT

Introduction

This hearing dealt with three applications by the tenant under the *Residential Tenancy Act* (the *Act*), the first application being for the following:

- An order requiring the landlord to comply with the Act pursuant to section 62;
- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten Day Notice”) pursuant to section 46;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

This hearing dealt also with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for compensation for amounts paid for emergency repairs pursuant to section 33(5) of the *Act*;
- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten Day Notice”) pursuant to section 46;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

This hearing also dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten Day Notice”) pursuant to section 46;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

DJR attended for both tenants (“the tenant”). The landlord attended. Both parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests. I informed both parties that I could not provide legal advice to them. I notified them that they could hire lawyers to obtain legal advice. I informed them that they could consult the Act, Regulation, Policy Guidelines and Rules of Procedures on the RTB public website. I notified them that they could settle their tenancy issues privately or at an RTB hearing.

The parties confirmed the email addresses to which the Decision would be sent.

Preliminary Issue - Multiple Remedies

The tenant applied for multiple remedies under the *Act* some of which were not sufficiently related to one another.

Section 2.3 of the *Rules of Procedure* states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues before me deal with whether the tenancy is ending. As a result, I exercised my discretion to dismiss, with leave to reapply, all the claims on the tenant's application except for the following:

- Cancellation of 10 Day Notices, and
- An order for reimbursement of the filing fee.

Settlement

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. This settlement agreement was reached in accordance with section 63.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

- 1) The tenancy between the parties will end at 1:00 PM on June 15, 2022, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
- 2) The landlord is granted an Order of Possession effective 1:00 PM on April 2, 2022, which shall **not** be enforced if the tenant pays rent in full by midnight on the first day of each month, half the rent being payable on June 1, 2022, pursuant to the terms of the tenancy agreement.
- 3) The parties agreed the tenant is presently not in arrears of rent.
- 4) The parties agreed the tenant had given the landlord a deposit of \$600.00 on rent due April 1, 2022 and the balance only is due on that day.
- 5) The parties shall conduct a condition inspection at the end of the tenancy and shall deal with the issue of the security and pet deposits at that time.

In support of the agreement described above, the landlord is granted an Order of Possession effective 1:00 PM on April 2, 2022,, and after service on the tenant. The landlord may serve and enforce this Order if the tenant fails to move out as specified above.

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act*

for an appropriate remedy.

This Order of Possession must be read in conjunction with the above settlement agreement.

The landlord must not seek to enforce this Order on the tenant **unless** the tenant fails to meet the conditions of this agreement.

The Order of Possession may be filed and enforced as an Order of the Supreme Court of British Columbia.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

The Arbitrator reviewed the terms of the settlement with the parties; both parties stated they understood and agreed to the terms.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The landlord is granted an Order of Possession effective 1:00 PM on April 30, 2022, and after service on the tenant. The landlord may serve and enforce this Order if the tenant fails to move out as specified 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: March 28, 2022

Residential Tenancy Branch