



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

Tenant Application: CNR, OLC, MNDC, LRE, FF  
Landlord Application: OPR, MNR, MNDC, FF

### **Introduction**

This hearing 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;
- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement;
- compensation for a monetary loss or other money owed;
- an order suspending or setting conditions on the landlord's right to enter the rental unit; and
- to recover the cost of the filing fee.

The landlord cross-applied for:

- an order of possession of the rental unit pursuant to the Notice served to the tenant;
- a monetary order for unpaid rent;
- compensation for a monetary loss or other money owed; and
- to recover the cost of the filing fee.

The tenant, the tenant's advocate, the landlord, and the landlord's legal counsel (counsel) attended the hearing, the hearing process was explained to the parties and an opportunity was given to resolve the issues in the applications. After extensive discussions, the matters in the two applications were settled.

The parties were informed that I would record their settlement.

### **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. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the parties' 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 tenant agrees and confirms the tenancy is over.
2. The tenant agrees to remove her personal property and belongings from the rental unit and return the rental unit keys on or before March 30, 2022, at 12:00 noon.
3. The landlord will pay the tenant the amount of \$3,750 within five (5) business days of her personal property and belongings being removed from the rental unit.
4. The respective claims of the parties are withdrawn.
5. The parties acknowledge their understanding that this settlement resolves the matters contained in the parties' respective applications and that this settlement of the issues does not comprise an admission of liability on either parties' behalf.
6. The parties acknowledge that this mutually settled agreement represents a full and final settlement of any and all matters related to the tenancy.

I order the parties to comply with their settlement.

This settlement agreement was reached in accordance with section 63 of the Residential Tenancy Act. 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 this matter was settled, I have not granted either party recovery of their filing fee.

This decision containing the recorded settlement of the parties 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 16, 2022

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Residential Tenancy Branch