



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **TT: CNC-MT, CNR, PSF, RP**  
                                 **LL: OPR-DR, MNR-DR, FFL**

### **Introduction**

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “Act”). The Tenant made one application (“Tenant’s Application”) for:

- an order for more time to make an application to cancel the Landlord’s One Month Notice for Cause dated January 7, 2022 (“1 Month Notice”) pursuant to section 66;
- if an extension of time is granted, cancellation of the 1 Month Notice pursuant to section 47;
- cancellation of a 10 Day Notice to End Tenancy dated February 1, 2022 (“10 Day Notice”);
- an order for the Landlord to provide services or facilities required by the tenancy agreement or law pursuant to section 65 of the Act; and
- an order requiring the Landlord to complete repairs to the rental unit pursuant to section 32.

The Landlord made one application (“Landlord’s Application”) for:

- an Order of Possession pursuant to sections 46 and 55;
- a monetary order for unpaid rent owing by the Tenant to the Landlord pursuant to section 55 and 67; and
- authorization to recover the fling fee from the Tenant pursuant to section 72.

The Landlord, the Tenant and the Tenant’s advocate attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated she served the Notice of Dispute Resolution Proceeding for her application ("Tenant's NDRP") on the Landlord by email pursuant to an Order for Substitute Service issued by an adjudicator the Residential Tenancy Branch on February 10, 2022. The Tenant submitted a copy of the email to which the Tenant's NDRP was attached. The Landlord acknowledged receipt of the Tenant's NDRP but disputed having received the Tenant's evidence. I find the Landlord was served with the Tenant's NDRP in accordance with the provisions of section 89 of the Act. I find the Landlord was not served with the Tenant's evidence.

The Landlord stated he served the Notice of Dispute Resolution Proceeding for his application and evidence ("Landlord's NDRP Package") on the Tenant on February 18, 2022. The Landlord provided the Canada Post tracking number for service of the Landlord's NDRP Package on the Tenant. The Tenant acknowledged receipt of the Landlord's NDRP Package. I find the Landlord's NDRP Package was served on the Tenant in accordance with the provisions of sections 88 and 89 of the Act.

The Tenant and Landlord agreed the Tenant vacated the rental unit on March 15, 2021.

### Settlement Agreement

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.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Tenant agrees to withdraw the Tenant's Application;
2. The Landlord agrees to withdraw the Landlord's Application;
3. The Tenant agrees to pay, and the Landlord agrees to accept, the sum of \$2,250.00 in full and complete satisfaction of any rental arrears owing by the Tenant to the Landlord;
4. The Tenant consents to the Landlord keeping the security deposit of \$625.00 in partial satisfaction of the \$2,250.00 owing by the Tenant to the Landlord, pursuant to the terms of this settlement, leaving a balance of \$1,625.00 payable by the Tenant to the Landlord; and

5. Subject only to the payment of \$1,625.00 by the Tenant to the Landlord, the Landlord and Tenant agree to mutually release and forever discharge each other from any and all claims that one may have against the other arising from a breach of the tenancy agreement between them dated March 8, 2021.

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlord and the Landlord's dispute against the Tenant. 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 claims made in the Tenant's Application and the Landlord's Application.

### Conclusion

As the parties have reached a full and final settlement of all the claims made in the Tenant's Application and the Landlord's Application, I make no factual findings about the merits of either parties respective applications.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Landlord a Monetary Order for \$1,625.00. This Order may be filed and enforced in the Small Claims Division of the Provincial Court of British Columbia.

The Landlord is provided with the Order in the above terms and the Tenant must be served with this Order as soon as possible.

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: April 11, 2022

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Residential Tenancy Branch