



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR-MT, LRE, RP, OLC, ERP**

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55;
- Leave to have the application heard after the time to dispute the notice to end tenancy has passed pursuant to section 66;
- An order suspending the landlord’s right to enter the rental unit pursuant to section 70;
- An order for repairs to be made to the unit, site or property pursuant to section 32;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- An order for emergency repairs to be done to the rental unit pursuant to section 33.

At the commencement of the hearing, I determined that the primary issue before me was to determine whether to cancel the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent/Utilities and the remainder of the tenant’s application was dismissed with leave to reapply pursuant to Rules 2.3 and 6.2 of the Residential Tenancy Branch Rules of Procedure.

Both the landlord and the tenant attended the hearing. Service of documents was confirmed at the commencement of the hearing. The landlord acknowledged service of the tenant’s Notice of Dispute Resolution Proceedings but stated the USB thumbnail drive he received was blank. I advised the parties that the only evidence provide to me by the tenant was a copy of the notice to end tenancy and a photo of a cracked window. The landlord also supplied a copy of the notice to end tenancy in his evidence and the

cracked window photo was provided to corroborate the tenant's claim for repairs to be made to the unit. As the repair issue was dismissed at the start of the hearing, I determined that all the relevant evidence needed by the parties for this hearing was in the possession of each of the parties.

The tenant acknowledged service of the landlord's evidence package.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

Settlement Reached

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 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 was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The parties mutually agree to end this tenancy. This tenancy will end at 1:00 p.m. on June 30, 2022, by which time the tenant and any other occupant will have vacated the rental unit.
2. The parties will attend the rental unit together at 1:00 p.m. on June 30, 2022, to conduct a move-out condition inspection report.
3. The notice to end tenancy issued on Feb 4, 2022, is cancelled and of no further force or effect.
4. The right and obligations of the parties under the Act continue until the tenancy ends.
5. The tenant is required to pay rent for the month of June 2022 in the amount of \$1,140.00.
6. The tenant agrees to remove the pit bull dog from the residential property by 12:00 noon on May 22, 2022.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which 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 application before me.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on June 30, 2022 should the landlord be required to do so.

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: May 20, 2022

Residential Tenancy Branch