



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GOLDEN VENTURES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR-MT, DRI, RR, RP, LAT, FFT

Introduction

This hearing dealt with cross applications filed by the Tenant. On February 23, 2022, the Tenant made an Application for Dispute Resolution seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”), seeking more time to cancel the Notice pursuant to Section 66 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On February 26, 2022, the Tenant made another Application for Dispute Resolution seeking to cancel another 10 Day Notice to End Tenancy for Unpaid Rent pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”), seeking more time to cancel the second notice pursuant to Section 66 of the *Act*, seeking to dispute a rent increase pursuant to Section 41 of the *Act*, seeking a rent reduction pursuant to Section 65 of the *Act*, seeking a repair Order pursuant to Section 32 of the *Act*, and seeking authorization to change the locks pursuant to Section 31 of the *Act*.

The Tenant attended the hearing, with M.B. attending as an advocate for the Tenant. J.D. and A.S. attended the hearing as agents for the Landlord, and J.S. attended the hearing as the owner of the rental unit. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also

informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

After discussions about who the actual Landlord was of the rental unit, the Style of Cause on the first page of this Decision has been amended to reflect this correction.

Service of documents was not discussed as the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The two 10 Day Notices to End Tenancy for Unpaid Rent of February 19, 2022 are cancelled and of no force or effect.
2. The Tenant will maintain possession of the rental unit; however, she must give up vacant possession of the rental unit on **June 30, 2022 at 1:00 PM**.
3. The rental unit address is stipulated on the first page of this Decision.
4. The Landlord will not pursue any compensation owed from the Tenant for any outstanding rent or utilities.
5. The Landlord may keep the Tenant's security deposit of \$1,000.00 and pet damage deposit of \$500.00.
6. The Landlord may not make any future claims against the Tenant for damage to the rental unit.

7. The Tenant must advise the Landlord if there will be any impending claims through the BC Human Rights Tribunal.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, I hereby Order that the 10 Day Notices to End Tenancy for Unpaid Rent of February 19, 2022 are cancelled and of no force or effect.

The Landlord is provided with a formal copy of a conditional Order of Possession effective on **June 30, 2022 at 1:00 PM after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: June 3, 2022

Residential Tenancy Branch