



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR, LRE, CNC, FFT;
MNU-DR, OPU-DR, MNDCL, OPC**

This hearing 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;
- Cancellation of a Two Month Notice to End Tenancy for Landlord's use ("Two Month Notice") pursuant to section 49;
- An order to restrict or suspend the landlord's right of entry pursuant to section 70;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

This hearing also dealt with two applications by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent ("Ten-Day Notice ") pursuant to sections 46 and 55;
- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent ("Ten-Day Notice ") pursuant to sections 46 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

Both parties attended and had opportunity to provide affirmed testimony, present evidence and make submissions. RS attended to translate for the landlord. No issues of service were raised.

Neither party made any adjournment or accommodation requests.

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.

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.

Recording

The parties were cautioned that recordings of the hearing were not permitted pursuant to Rule 6.11 of the *Residential Tenancy Branch Rules*. Both parties confirmed their understanding of the requirement and further confirmed they were not making recordings of the hearing.

Delivery of Decision

Each party confirmed their email address to which a copy of the Decision will be sent.

Settlement

Before the conclusion of this 85-minute 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 30, 2022, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
- 2) The parties agreed the tenant owed the landlord rent and utilities to June 30, 2022, in the amount of \$7,800.00. The landlord may apply the pet and security deposits in the amount of \$2,600.00 to the outstanding amount leaving a balance owing of \$5,200.00.
- 3) The parties agreed a Monetary Order to the landlord would issue in this amount of \$5,200.00. All payments made shall reduce the balance owing accordingly.
- 4) The tenant agreed to pay the landlord the sum of \$5,200.00 by monthly payments of \$500.00 beginning July 1, 2022 and continuing on the first of each month thereafter until paid in full.
- 5) The tenant and agent RS agreed to discuss the repayment schedule with the intention of reaching an agreement increasing the amount of the payments and RL and the tenant exchanged email addresses for this purpose during the hearing.
- 6) The parties agreed to conduct an inspection of the unit at 1:00 PM on June 30, 2022.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Order of Possession effective 1:00 PM on June 30, 2022; *and*
2. Monetary Order in the amount of \$5,200.00 .

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.

The Orders may be filed and enforced as an Order of the Courts 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

This Application for Dispute Resolution is settled on the above terms.

An Order of Possession shall issue to the landlord effective June 30, 2022 at 1:00 PM.

A Monetary Order shall issue to the landlord in the amount of \$5,200.00.

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 24, 2022

Residential Tenancy Branch