



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

File #910068518: CNR, MNDCT, LRE, FFT, LAT, OLC

File #210075034: MNR-DR, OPR-DR, FFL

Introduction

The Tenant seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- An order pursuant to s. 46 cancelling 10-Day Notice to End Tenancy (the “10-Day Notice”);
- A monetary order pursuant to s. 67 seeking compensation for monetary loss or other money owed;
- An order pursuant to s. 70 restricting the Landlord’s right of entry into the rental unit;
- An order pursuant to s. 70 permitting the Tenant to change the locks;
- An order pursuant to s. 62 that the Landlord comply with the *Act*, Regulations, and/or the tenancy agreement; and
- Return of his filing fee pursuant to s. 72.

The Landlord seeks the following orders pursuant to the *Act*:

- An order of possession pursuant to s. 55 after issuing the 10-Day Notice;
- A monetary order pursuant to s. 67 for unpaid rent; and
- Return of its filing fee pursuant to s. 72.

K.M. appeared as the Tenant. R.S. appeared as agent for the Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The Landlord's agent confirmed a 10-day notice to end tenancy was issued in April 2022 but that it had been withdrawn. The Landlord's agent further advised that the 10-Day Notice, which was signed on May 5, 2022, was posted to the Tenants door on May 5, 2022. The Tenant acknowledged receipt of the 10-Day Notice on May 5, 2022. I find that the 10-Day Notice was served on the Tenant in accordance with s. 88 of the *Act*.

Parties' Settlement

Pursuant to section 63 of the *Act*, I 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, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The Tenant agrees to make the following payments:
 - a) \$1,165.00, representing the outstanding arrears in rent; and
 - b) \$2,330.00, representing rent for August 2022.
2. The Landlord agrees to withdraw the 10-Day Notice. The tenancy shall continue until it is ended in accordance with the *Act*.
3. All other aspects of the parties' claims are dismissed.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other.

Pursuant to the parties' settlement, I grant the Landlord a monetary order for the amounts as listed above. It is the Landlord's obligation to serve the monetary order on the Tenant. If the Tenant does not comply with the monetary order, it may be filed by

the Landlord with the Small Claims Division of the Provincial Court and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute other than as mentioned above. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: August 02, 2022

Residential Tenancy Branch