



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

CNR-MT, RP, LRE, FFT

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, for more time to apply to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, for an Order requiring the Landlord to make repairs, for an Order suspending or setting limits on the Landlord's right to enter the rental unit, and to recover the fee for filing this Application for Dispute Resolution .

The Tenant stated that the Dispute Resolution Package was sent to the Landlord, via registered mail, although she cannot recall the date of service. The Agent for the Landlord stated that these documents were received by the Landlord on June 13, 2022.

On May 19, 2022 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord with the Dispute Resolution Package. The Agent for the Landlord stated that this evidence was not received. The parties were advised that the hearing would proceed, that the Tenant's documents would not be viewed during the hearing; that the Tenant could discuss the documents submitted, and the Tenant could request an adjournment, at the end of the hearing, if the Tenant deemed it necessary for me to view these documents.

On June 11, 2022 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via email, on June 11, 2022. The Agent for the Landlord stated that this evidence was not received. The parties were advised that the hearing would proceed, that the Tenant's documents would not be viewed during the hearing; that the Tenant could discuss the documents

submitted, and the Tenant could request an adjournment, at the end of the hearing, if the Tenant deemed it necessary for me to view these documents.

On September 14, 2022 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was posted on the Tenant's door on September 14, 2022. The Tenant stated that this evidence was not received. The parties were advised that the hearing would proceed, that the Landlord's documents would not be viewed during the hearing; that the Landlord could discuss the documents submitted, and the Landlord could request an adjournment, at the end of the hearing, if the Landlord deemed it necessary for me to view these documents.

As the parties were able to reach a settlement agreement prior to discussing the merits of the Applications for Dispute Resolution, there was no need to consider an adjournment for the purpose of re-serving evidence.

Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

#### Issue(s) to be Decided

Should the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities be set aside?  
Is there a need to issue an Order requiring the Landlord to make repairs?  
Should the Landlord's right to enter the unit be suspended or limited?

#### Background and Evidence

Prior to discussing the merits of the Application for Dispute Resolution, the parties mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The tenancy will end, by mutual agreement, on October 15, 2022;
- The Tenant will pay rent and parking, in the amount of \$755.20, for the first 15 days of October of 2022;
- The Tenant will pay the Landlord \$7,278.70 for rent that is currently outstanding;  
and

- The Tenant will pay the debt of \$7,278.70 by paying the Landlord \$200.00 by the last day of each month, with the first payment due on October 31, 2022.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Agent for the Landlord and the Tenant clearly indicated their intent to resolve this dispute under these terms.

The Agent for the Landlord and the Tenant each acknowledged that they understood they were not required to enter into this agreement and that they were doing so voluntarily.

The Agent for the Landlord and the Tenant each acknowledged that they understood the agreement was final and binding.

### Analysis

I am satisfied that the parties mutually agreed to settle all issues in dispute in accordance with the aforementioned terms.

### Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective on **October 15, 2022**. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

On the basis of the settlement agreement, I grant the Landlord a monetary Order for \$755.20. In the event the Tenant does not pay this amount to the Landlord prior to October 15, 2022, the Order may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

On the basis of the settlement agreement, I grant the Landlord a second monetary Order for \$7,278.70. In the event the Tenant does not pay \$200.00 towards this debt by October 31, 2022 and/or the Tenant does not pay \$200.00 towards the debt on the last day of any subsequent month, the Order may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court. It would be reasonable for the parties to expect that the Small Claims Court will reduce the amount of the Order by any amounts paid by the Tenant towards the debt of \$7,278.70.

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: September 29, 2022

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Residential Tenancy Branch