



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RR, OLC

Introduction

This hearing was convened as a result of the Tenants' application under the *Residential Tenancy Act* (the "Act") for:

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent dated July 9, 2022 pursuant to section 46;
- an order to allow the Tenants to reduce rent by \$4,100.00 for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- an order that the Landlord comply with the Act, the regulations, or tenancy agreement pursuant to section 62.

The Landlord and one of the Tenants, MC, attended this hearing and gave affirmed testimony.

Correction of Dispute Address

The Landlord confirmed that there is a missing suffix in the dispute address. The parties confirmed that there are other tenants living in the lower suite of the rental property. Based on the parties' testimonies, I have amended the dispute address.

Settlement

Pursuant to section 63 of the Act, an 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.

During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of the issues under dispute in this application:

1. The Tenants and any other occupants will vacate the rental unit by 10:00 am on October 15, 2022.
2. The Tenants will pay the Landlord the sum of \$10,600.00 as follows:
 - a. \$1,500.00 due on October 1, 2022
 - b. \$1,500.00 due on November 1, 2022
 - c. \$1,500.00 due on December 1, 2022
 - d. \$1,500.00 due on January 1, 2023
 - e. \$1,500.00 due on February 1, 2023
 - f. \$1,500.00 due on March 1, 2023
 - g. \$1,600.00 due on April 1, 2023

The parties gave verbal affirmation at the hearing that they understood and agreed to the above settlement as legal, final and binding, which settle the issues raised on this application only.

The parties are reminded that their rights and responsibilities pursuant to the Act and the regulations continue for the duration of the tenancy, and either party may make a claim related to the tenancy within the applicable limitation periods.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties and as discussed at the hearing:

- I grant the Landlord an Order of Possession which orders that the Tenants and any other occupants provide vacant possession of the rental unit to the Landlord

by 10:00 am on October 15, 2022. This Order may be served upon the Tenants, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

- I grant the Landlord a Monetary Order which orders the Tenants to pay the Landlord the sum of \$10,600.00 in seven monthly installments as stated above. This Order may be served upon the Tenants, filed in the Provincial Court of British Columbia, and enforced as an Order of that Court.

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 27, 2022

Residential Tenancy Branch