



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNR-MT, RR, RP, LRE, FFT
MNR-DR, OPR-DR, FFL

Introduction

This hearing dealt with two Applications for Dispute Resolution filed by the Tenant (the Tenant's Applications) under the Residential Tenancy Act (the Act), seeking:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice);
- More time to dispute the 10 Day Notice;
- A rent reduction;
- Repairs;
- An order restricting or setting conditions on the Landlord's right to enter the rental unit; and
- Recovery of both filing fees.

This hearing dealt with a Cross-Applications for Dispute Resolution filed by the Landlord (the Landlord's Application) under the Act, seeking:

- Recovery of unpaid rent;
- Enforcement of the 10 Day Notice; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 11:00 A.M. on October 24, 2022, and was attended by the Tenant, the Landlord, and the Landlord's Lawyer A.S. (the Agent). All testimony provided was affirmed.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order. During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agreed that the tenancy will end at 1:00 P.M. on November 6, 2022, and the Tenant agrees to vacate the rental unit by that date and time.
2. The parties agree that a move-out condition inspection will occur at 1:00 P.M. on November 6, 2022.
3. The parties agree that the Tenant owes the Landlord \$8,392.50 in outstanding rent for the period up to and including October 31, 2022, and the Tenant agrees to pay the Landlord this amount.
4. The parties agree that the Tenant owes \$512.88 in rent for November 1, 2022 – November 6, 2022, calculated at a per diem rate of \$85.48 $[(\$2,600.00 \times 12)/365 \times 6]$, and the Tenant agrees to pay this amount to the Landlord.
5. The parties understand that their rights and obligations under the Act continue until the tenancy ends in accordance with this agreement.
6. The parties agree that the security deposit will be dealt with in accordance with the Act
7. The parties withdraw their Applications as part of the settlement agreement and remain at liberty to reapply for any matters not covered by this settlement agreement, should they wish to do so.

This settlement agreement was reached in accordance with section 63 of the Act.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective at 1:00 pm on November 6, 2022. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a Monetary Order in the amount of **\$8,905.38**, and I order the Tenant to pay this amount to the Landlord. This Order must be served on the Tenant as soon as possible. Should the Tenant fail to comply with this Order, this order may be filed in the Small Claims 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: October 24, 2022

Residential Tenancy Branch