



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **RECORD OF SETTLEMENT**

Dispute Codes      CNR, OLC, RR, MNRT, FFT, MNR-DR, OPR-DR, FFL

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*).

The landlord applied for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The tenants applied for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they

were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Preliminary Issue – Sever Application

At the outset of this hearing, I informed both parties that Rule 2.3 of the RTB *Rules* allows me to sever issues that are not related to the tenant's main urgent application. The tenants' primary reason to file this application was to dispute a notice to end tenancy.

I informed the tenants that they were provided with a priority hearing date, due to the urgent nature of his application. I informed them that this was the central and most important, urgent issue to be dealt with at this hearing.

I notified the tenants that their monetary claim was dismissed with leave to reapply. I informed them that they received a priority hearing date for the end of tenancy issue, as their monetary claim was a non-urgent lower priority issue, and it could be severed at a hearing. This is in accordance with Rules 2.3 and 6.2 of the RTB *Rules* above. The tenants confirmed their understanding of same.

I notified the tenants that they could file a new application if they want to pursue a monetary claim in the future.

#### Settling of Dispute

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows;

1. Both parties agree that the tenants will move out by no later than 1:00 p.m. on October 31, 2022; and
2. Both parties agree that the landlord is entitled to a monetary order for \$11,000.00 for unpaid rent for June 2022- October 2022 inclusive.

Pursuant to this agreement the landlord will be given an order of possession to reflect condition #1 of this agreement. Should it be necessary, this order may be filed in the Supreme Court and enforced as an order of that Court.

Pursuant to this agreement the landlord will be given a monetary order to reflect condition #2 of this agreement. Should it be necessary, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

The filing fee is a discretionary award usually issued by an Arbitrator after a party is fully successful after a full hearing on the merits of the application. As I was not required to make a decision regarding this application and both parties agreed to voluntarily settle this matter, I decline to award the recovery of the filing fee to the either party.

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 03, 2022

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Residential Tenancy Branch