



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR, FFT**

OPU-DR, MNU-DR, FFL

Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the Act.

The tenant applied for:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord applied for:

- An order of possession following the issuance of a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities that was not disputed, pursuant to section 55;
- A monetary order for unpaid rent and/or utilities by direct request pursuant to section 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

Both landlords attended the hearing. The tenants were represented by co-tenant DR who acknowledged he had NR's authority to act as her agent. As all parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant's application for dispute resolution package and the tenant DR acknowledged service of the landlord's application for dispute resolution. The landlord testified he personally served the tenant NR with her copy of the application for dispute resolution on July 16, 2022. I am satisfied all parties were served with their respective copies of the application for dispute resolution in accordance with section 89 of the Act.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they all confirmed that they were not recording the hearing.

Settlement Reached

Pursuant to section 63 of the Act, the 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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The parties mutually agree to end the tenancy. This tenancy will end at 1:00 p.m. on November 30, 2022 by which time the tenants and any other occupants will have vacated the rental unit.
2. The landlords will be awarded a monetary order for rent from June 16, 2022, to November 30, 2022 a period of 5.5 months.
3. The landlords are entitled to recover the filing fee of \$100.00.
4. The landlords may retain the security deposit and pet damage deposit in partial satisfaction of the monetary order.
5. The rights and obligations of the parties continue until the tenancy ends.

Item	Amount
5.5 month rent @ \$6,400.00/month	\$35,200.00
Filing fee	\$100.00
Less security deposit and pet damage deposit	(\$6,400.00)
TOTAL	\$28,900.00

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlords are to serve this Order of Possession upon the tenants immediately and enforce it as early as 1:00 p.m. on November 30, 2022, should the landlords be required to do so.

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of **\$28,900.00**.

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: November 04, 2022

Residential Tenancy Branch